



City of Tigard

## Tigard Business Meeting – Agenda

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**TIGARD CITY COUNCIL, CITY CENTER DEVELOPMENT AGENCY & LOCAL CONTRACT REVIEW BOARD** **Agenda Revised June 8, 2016 - Executive Session added at end of meeting, Revised June 13, 2016 - Agenda Reordered, June 14, 2016 - Item No. 9 moved up to become Item No. 7.**

**MEETING DATE AND TIME:** June 14, 2016 - 6:30 p.m. Study Session; 7:30 p.m. Business Meeting  
**MEETING LOCATION:** City of Tigard - Town Hall - 13125 SW Hall Blvd., Tigard, OR 97223

### PUBLIC NOTICE:

Anyone wishing to speak on an agenda item should sign on the appropriate sign-up sheet(s). If no sheet is available, ask to be recognized by the Mayor at the beginning of that agenda item. Citizen Communication items are asked to be two minutes or less. Longer matters can be set for a future Agenda by contacting either the Mayor or the City Manager.

Times noted are *estimated*; it is recommended that persons interested in testifying be present by 7:15 p.m. to sign in on the testimony sign-in sheet. *Business agenda items can be heard in any order after 7:30 p.m.*

Assistive Listening Devices are available for persons with impaired hearing and should be scheduled for Council meetings by noon on the Monday prior to the Council meeting. Please call 503-718-2419, (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

Upon request, the City will also endeavor to arrange for the following services:

- Qualified sign language interpreters for persons with speech or hearing impairments; and
- Qualified bilingual interpreters.

Since these services must be scheduled with outside service providers, it is important to allow as much lead time as possible. Please notify the City of your need by 5:00 p.m. on the Thursday preceding the meeting by calling: 503-718-2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

SEE ATTACHED AGENDA

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### VIEW LIVE VIDEO STREAMING ONLINE:

<http://live.tigard-or.gov>

**CABLE VIEWERS:** The regular City Council meeting is shown live on Channel 28 at 7:30 p.m. The meeting will be rebroadcast at the following times on Channel 28:

Thursday	6:00 p.m.	Sunday	11:00 a.m.
Friday	10:00 p.m.	Monday	6:00 a.m.



City of Tigard

## Tigard Business Meeting – Agenda

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**TIGARD CITY COUNCIL, CITY CENTER DEVELOPMENT AGENCY & LOCAL CONTRACT REVIEW BOARD** Agenda Revised June 8, 2016 - Executive Session added at end of meeting, Revised June 13, 2016 - Agenda Reordered, June 14, 2016 - Item No. 9 moved up to become Item No. 7.

**MEETING DATE AND TIME:** June 14, 2016 - 6:30 p.m. Study Session; 7:30 p.m. Business Meeting

**MEETING LOCATION:** City of Tigard - Town Hall - 13125 SW Hall Blvd., Tigard, OR 97223

6:30 PM

- STUDY SESSION

- EXECUTIVE SESSION: The Tigard City Council will go into Executive Session to discuss labor negotiations and the performance and review of city manager, under ORS 192.660(2) (d) and (i). All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public. **6:30 p.m. estimated time**

B. COUNCIL LIAISON REPORTS **7:00 p.m. estimated time**

7:30 PM

1. BUSINESS MEETING

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Call to Council and Staff for Non-Agenda Items

2. CITIZEN COMMUNICATION (Two Minutes or Less, Please)

- A. Follow-up to Previous Citizen Communication
- B. Tigard High School Student Envoy
- C. Tigard Area Chamber of Commerce

- D. Citizen Communication – Sign Up Sheet
3. CONSENT AGENDA: (Tigard City Council and Local Contract Review Board) These items are considered routine and may be enacted in one motion without separate discussion. Anyone may request that an item be removed by motion for discussion and separate action. Motion to:
- A. RECEIVE AND FILE:
1. Council Calendar
  2. Council Tentative Agenda for Future Meeting Topics
- B. AUTHORIZE THE CITY MANAGER TO SIGN AN IGA WITH CLEAN WATER SERVICES FOR CONSTRUCTION OF EAST TIGARD SEWER REPLACEMENT
- C. APPROVE INTERGOVERNMENTAL AGREEMENTS WITH WASHINGTON COUNTY LIBRARY SERVICES
- D. AUTHORIZE THE CITY MANAGER TO SIGN AN IGA WITH TRIMET REGARDING COST SHARE OBLIGATIONS FOR NEW SIDEWALKS ALONG COMMERCIAL STREET AND PACIFIC HIGHWAY
- E. CONSIDER RESOLUTION SETTING ANNUAL STIPEND FOR MAYOR AND COUNCIL
- F. RESOLUTION OF APPRECIATION FOR TIGARD HIGH SCHOOL ENVOY SHAINA AZBARI
- Consent Agenda - Items Removed for Separate Discussion: Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Council/City Center Development Agency has voted on those items which do not need discussion.
4. DISCUSSION OF UPCOMING CONTRACTS AND PURCHASES **7:40 p.m. estimated time**
5. INFORMATIONAL PUBLIC HEARING: LCRB CONSIDERATION OF PUBLIC CONTRACTING EXEMPTION FOR THE CIVIC CENTER VISIONING STUDY PROJECT **7:50 p.m. estimated time**
6. LEGISLATIVE PUBLIC HEARING: CONSIDER AMENDING TMC CHAPTER 3.24 SYSTEM DEVELOPMENT CHARGE PROGRAM **8:05 p.m. estimated time**
7. INFORMATIONAL PUBLIC HEARING: ADOPT THE CCDA FY 2017 BUDGET WITH ADJUSTMENTS, MAKE APPROPRIATIONS, AND IMPOSE AND CATEGORIZE TAXES **8:20 p.m. estimated time**
8. CONSIDER RESOLUTION CERTIFYING THAT THE CITY OF TIGARD PROVIDES SERVICES QUALIFYING FOR STATE-SHARED REVENUES **8:30 p.m. estimated time**

9. INFORMATIONAL PUBLIC HEARING: CONSIDER RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUE SHARING **8:35 p.m. estimated time**
10. INFORMATIONAL PUBLIC HEARING: CONSIDER ADOPTION OF MASTER FEES AND CHARGES SCHEDULE REPLACING RESOLUTION 15-31 AND SUBSEQUENT AMENDMENTS **8:40 p.m. estimated time**
11. INFORMATIONAL PUBLIC HEARING: ADOPTION OF THE BUDGET, MAKING APPROPRIATIONS, DECLARING THE AD VALOREM TAX LEVY AND CLASSIFYING THE LEVY AS PROVIDED **8:50 p.m. estimated time**
12. INFORMATIONAL PUBLIC HEARING: CONSIDER APPROVAL OF FOURTH QUARTER SUPPLEMENTAL BUDGET **9:05 p.m. estimated time**
13. NON AGENDA ITEMS
14. EXECUTIVE SESSION: The Tigard City Council will enter into Executive Session under ORS 220.160(2) (h) pending litigation or litigation likely to be filed. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public. **9:15 p.m. estimated time**
15. ADJOURNMENT **9:25 p.m. estimated time**



**AIS-2744**

**3. A.**

**Business Meeting**

**Meeting Date:** 06/14/2016

**Length (in minutes):** Consent Item

**Agenda Title:** RECEIVE AND FILE: THREE-MONTH COUNCIL CALENDAR  
AND TENTATIVE AGENDA

**Submitted By:** Carol Krager, Central Services

**Item Type:** Receive and File

**Meeting Type:** Consent -  
Receive and  
File

**Public Hearing:** No

**Publication Date:**

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**Information**

**ISSUE**

Receive and file the Council Calendar and the Tentative Agenda for future council meetings.

**STAFF RECOMMENDATION / ACTION REQUEST**

No action is requested; these are for information purposes.

**KEY FACTS AND INFORMATION SUMMARY**

Attached are the Council Calendar and the Tentative agenda for future Council meetings.

**OTHER ALTERNATIVES**

N/A

**COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS**

N/A

**DATES OF PREVIOUS COUNCIL CONSIDERATION**

N/A - Receive and File Items

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**Attachments**

Three-month Calendar

Tentative Agenda

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# MEMORANDUM

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TO: Honorable Mayor & City Council/City Center Development Agency Board

FROM: Carol A. Krager, City Recorder

RE: Three-Month Council/CCDA Meeting Calendar

DATE: June 7, 2016

## June

7	Tuesday	CCDA/City Council Meeting– 6:30 p.m., Town Hall
14*	Tuesday	Council/CCDA Business Meeting – 6:30 p.m., Town Hall
21*	Tuesday	Council Workshop Meeting – 6:30 p.m., Town Hall
28*	Tuesday	Council Business Meeting – 6:30 p.m., Town Hall

## July

5	Tuesday	CCDA Meeting – CANCELLED
12*	Tuesday	Council Business Meeting – 6:30 p.m., Town Hall
19*	Tuesday	Council Workshop Meeting – 6:30 p.m., Town Hall
26*	Tuesday	Council Business Meeting – 6:30 p.m., Town Hall

## August









2	Tuesday	CCDA Meeting – CANCELLED, National Night Out
9*	Tuesday	Council Business Meeting – 6:30 p.m., Town Hall
16*	Tuesday	Council Workshop Meeting – 6:30 p.m., Town Hall
23*	Tuesday	Council Business Meeting – CANCELLED

Regularly scheduled Council meetings are marked with an asterisk (\*).

Meeting Banner ☐ Business Meeting ☐  
 Study Session ☐ Special Meeting ☐  
 Consent Agenda ☐ Meeting is Full ☐  
 Workshop Meeting ☐ CCDA Meeting ☐









**City Council Tentative Agenda**  
**6/6/2016 2:51 PM - Updated**

Form #	Meeting Date	Submitted By	Meeting Type	-----Title-----	Department	Inbox or Finalized
2454	06/14/2016	Carol Krager	AAA	June 14, 2016 Business and CCDA Meeting		
2647	06/14/2016	Dana Bennett	ACCSTUDY	30 Minutes - Executive Session: Per ORS 192.660(2)(d) Labor Negotiations and Review and Evaluate City Manager Performance (i)	City Management	03/21/2016
2435	06/14/2016	Norma Alley	ACCSTUDY	15 Minutes - Council Liaison Reports	Central Services	10/29/2015
<b>Total Time: 45 of 45 Minutes Scheduled STUDY SESSION FULL</b>						
2744	06/14/2016	Carol Krager	ACONSENT	Consent Item – RECEIVE AND FILE THREE-MONTH COUNCIL MEETING CALENDAR AND TENTATIVE AGENDA	Central Services	06/02/2016
2742	06/14/2016	Carol Krager	ACONSENT	Consent Item – APPROVE CITY COUNCIL MEETING MINUTES	Central Services	06/02/2016
2568	06/14/2016	Judy Lawhead	ACONSENT	Consent Item - AUTHORIZE THE CITY MANAGER TO SIGN AN IGA WITH CLEAN WATER SERVICES FOR CONSTRUCTION OF EAST TIGARD SEWER REPLACEMENT	Public Works	06/02/2016
2612	06/14/2016	Alison Grimes	ACONSENT	Consent Item - APPROVE INTERGOVERNMENTAL AGREEMENTS WITH WASHINGTON COUNTY LIBRARY SERVICES	Library	06/02/2016
2731	06/14/2016	Carol Krager	ACONSENT	Consent Item - AUTHORIZE THE CITY MANAGER TO SIGN AN IGA WITH TRIMET REGARDING COST SHARE OBLIGATIONS FOR NEW SIDEWALKS ALONG COMMERCIAL STREET AND PACIFIC HIGHWAY	Public Works	05/31/2016
2741	06/14/2016	Toby LaFrance	ACONSENT	Consent Item - CONSIDER RESOLUTION SETTING ANNUAL STIPEND FOR MAYOR AND COUNCIL	Finance and Information Services	06/02/2016
2743	06/14/2016	Carol Krager	ACONSENT	1 5 Minutes - CONSIDER RESOLUTION OF APPRECIATION FOR TIGARD HIGH SCHOOL ENVOY SHAINA AZBARI	Central Services	MartyW, City Manager

Meeting Banner  Business Meeting   
 Study Session  Special Meeting   
 Consent Agenda  Meeting is Full   
 Workshop Meeting  CCDA Meeting 









**City Council Tentative Agenda**  
**6/6/2016 2:51 PM - Updated**

2523	06/14/2016	Carol Krager	CCBSNS	2 10 Minutes - DISCUSSION OF UPCOMING CONTRACTS AND PURCHASES	Central Services	06/02/2016
2736	06/14/2016	Carol Krager	CCBSNS	3 15 Minutes – INFORMATIONAL PUBLIC HEARING: LCRB CONSIDERATION OF PUBLIC CONTRACTING EXEMPTION FOR THE CIVIC CENTER VISIONING STUDY PROJECT	Finance and Information Services	06/02/2016
2667	06/14/2016	Cara Fitzpatrick	CCBSNS	4 15 Minutes - LEGISLATIVE PUBLIC HEARING: CONSIDER AMENDING TMC CHAPTER 3.24 SYSTEM DEVELOPMENT CHARGE PROGRAM	Finance and Information Services	05/26/2016
2578	06/14/2016	Liz Lutz	CCBSNS	5 5 Minutes - CONSIDER RESOLUTION CERTIFYING THAT THE CITY OF TIGARD PROVIDES SERVICES QUALIFYING FOR STATE-SHARED REVENUES	Finance and Information Services	06/02/2016
2580	06/14/2016	Liz Lutz	CCBSNS	6 5 Minutes - CONSIDER RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUE SHARING	Finance and Information Services	06/02/2016
2582	06/14/2016	Liz Lutz	CCBSNS	7 10 Minutes - INFORMATIONAL PUBLIC HEARING: CONSIDER ADOPTION OF MASTER FEES AND CHARGES SCHEDULE REPLACING RESOLUTION 15-31 AND SUBSEQUENT AMENDMENTS	Finance and Information Services	06/02/2016
2583	06/14/2016	Liz Lutz	CCBSNS	8 15 Minutes - INFORMATIONAL PUBLIC HEARING: ADOPTION OF THE BUDGET, MAKING APPROPRIATIONS, DECLARING THE AD VALOREM TAX LEVY AND CLASSIFYING THE LEVY AS PROVIDED	Finance and Information Services	MartyW, City Manager
2584	06/14/2016	Liz Lutz	CCDA	9 10 Minutes - INFORMATIONAL PUBLIC HEARING: ADOPT THE CCDA FY 2017 BUDGET WITH ADJUSTMENTS, MAKE APPROPRIATIONS, AND IMPOSE AND CATEGORIZE TAXES	Finance and Information Services	06/02/2016
2708	06/14/2016	Carol Krager	CCBSNS	10 10 Minutes - INFORMATIONAL PUBLIC HEARING: CONSIDER APPROVAL OF FOURTH QUARTER SUPPLEMENTAL BUDGET	Finance and Information Services	06/02/2016
				<b>Total Time: 100 of 100 Minutes Scheduled MEETING FULL</b>		
2455	06/21/2016	Carol Krager	AAA	June 21, 2016 Workshop Meeting		

Meeting Banner  Business Meeting   
 Study Session  Special Meeting   
 Consent Agenda  Meeting is Full   
 Workshop Meeting  CCDA Meeting 

**City Council Tentative Agenda**  
**6/6/2016 2:51 PM - Updated**

2461	06/21/2016	Lloyd Purdy	CCWKSHOP	1 20 Minutes - Economic Development Update	Community Development	Purdy, L, Econ Development Mgr
2555	06/21/2016	Lloyd Purdy	CCWKSHOP	3 15 Minutes - (Hold for Scheduling) Development Agreement Hunziker Infrastructure	Community Development	Purdy, L, Econ Development Mgr
2739	06/21/2016	Sean Farrelly	CCWKSHOP	4 5 Minutes - Briefing on Metro Equitable Housing Planning and Development Grant Application	Community Development	Farrelly S, Redev Project Manager
2466	06/21/2016	John Goodrich	CCWKSHOP	4 20 Minutes - Update on the Willamette Governance Group	Public Works	Koellermeier D, LOT Water Proj Coord
2738	06/21/2016	Lisa Shaw	CCWKSHOP	5 15 Minutes – Receive Photo Red Light Report	Police	Shaw L, Police Business Manager
			Total Time: 75 of 180 Minutes Scheduled			
2458	06/28/2016	Carol Krager	AAA	June 28, 2016 Business Meeting		
2722	06/28/2016	Carol Krager	ACCSTUDY	15 Minutes - Executive Session (If Necessary)	City Management	05/17/2016
2436	06/28/2016	Norma Alley	ACCSTUDY	15 Minutes - Council Liaison Reports	Central Services	10/29/2015
			Total Time: 30 of 45 Minutes Scheduled			
2588	06/28/2016	Liz Lutz	CCBSNS	1 5 Minutes - Resolution to Appoint One Audit Committee Member and One Alternate Member	Finance and Information Services	Lutz L, Conf Exec Asst
2723	06/28/2016	Steve Martin	CCBSNS	2 5 Minutes - Reappointment of Park and Recreation Advisory Board Alternate Members	Public Works	Rager B, PW Director
2713	06/28/2016	Carol Krager	CCBSNS	3 75 Minutes - Informational Public Hearing: Consideration of a Resolution Approving Ballot Title language for a SW Corridor Ballot Measure for the Nov Ballot	City Management	Asher, K, Community Development Dir.

Meeting Banner  Business Meeting   
 Study Session  Special Meeting   
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 Workshop Meeting  CCDA Meeting 









**City Council Tentative Agenda**  
**6/6/2016 2:51 PM - Updated**

2732	06/28/2016	Carol Krager	CCBSNS	4 15 Minutes - Public Hearing - Consider Vacation of Friendly Lane	Central Services	Krager C, City Recorder
<b>Total Time: 100 of 100 Minutes Scheduled MEETING FULL</b>						
2616	07/05/2016	Carol Krager	AAA	July 5, 2016 CCDA Meeting <b>CANCELLED</b>	Central Services	03/21/2016
2617	07/12/2016	Carol Krager	AAA	July 12, 2016 Council Business Meeting <b>COUNCILORS GOODHOUSE AND SNIDER ABSENT CITY MANAGER WINE ABSENT</b>	Central Services	03/21/2016
2679	07/12/2016	Carol Krager	ACCSTUDY	15 Minutes - Council Liaison Reports	Central Services	04/15/2016
2734	07/12/2016	John Goodrich	ACCSTUDY	15 Minutes - Proposed Sanitary Sewer Administrative Rule 12.01.080-XX-01	Public Works	Grass, M, Conf Exec Assistant
2585	07/12/2016	Ron Blecker	ACCSTUDY	15 Minutes - Discussion on Proposed Changes to TMC Chapter 12	Finance and Information Services	Blecker, Ron, Util. Div. Supervisor
<b>Total Time: 45 of 45 Minutes Scheduled STUDY SESSION FULL</b>						
2719	07/12/2016	Lina Smith	CCBSNS	1 10 Minutes - Quasi-Judicial Public Hearing Zeider Annexation (ZCA2016-00002)	Community Development	Smith L, Asst Planner
2699	07/12/2016	Lloyd Purdy	CCBSNS	2 15 Minutes - (Hold for Scheduling) Development Agreement Hunziker Infrastructure - Second Review	Community Development	Purdy, L, Econ Development Mgr
2703	07/12/2016	Lloyd Purdy	CCBSNS	3 15 Minutes - Resolution of Necessity: Hunziker Infrastructure	Community Development	Purdy, L, Econ Development Mgr
2524	07/12/2016	Carol Krager	CCBSNS	4 20 Minutes - LCRB Contract Placeholder	Central Services	Barrett J, Sr Mgmt Analyst
2592	07/12/2016	Norma Alley	CCBSNS	5 25 Minutes - Discussion on Gas Tax Measure for November 2016 Ballot	Finance and Information Services	Fitzpatrick C, Asst Fin Dir

Meeting Banner ☐ Business Meeting ☐  
 Study Session ☐ Special Meeting ☐  
 Consent Agenda ☐ Meeting is Full ☐  
 Workshop Meeting ☐ CCDA Meeting ☐

**City Council Tentative Agenda**  
**6/6/2016 2:51 PM - Updated**

2724	07/12/2016	Carol Krager	CCBSNS	6 25 Minutes - Discussion on Marijuana Tax Measure for November 2016 Ballot	City Management	Newton L, Assistant City Manager
<b>Total Time: 110 of 100 Minutes Scheduled MEETING OVERSCHEDULED</b>						
2651	07/19/2016	Carol Krager	AAA	July 19, 2016 Workshop Meeting <b>COUNCILOR HENDERSON ABSENT</b>	Central Services	03/21/2016
2389	07/19/2016	Judy Lawhead	CCWKSHOP	10 Minutes - Briefing on an IGA with ODOT for Design and Construction of New Sections of Fanno Cr. Trail	Public Works	Faha L, City Engineer
<b>Total Time: 10 of 180 Minutes Scheduled</b>						
2619	07/26/2016	Carol Krager	AAA	July 26, 2016 Council Business Meeting <b>COUNCILOR HENDERSON ABSENT</b>	Central Services	03/21/2016
2680	07/26/2016	Carol Krager	ACCSTUDY	15 Minutes - Council Liaison Reports	Central Services	04/15/2016
2587	07/26/2016	Judy Lawhead	ACCSTUDY	15 Minutes - Briefing on Capital Improvement Plan (CIP) Projects	Public Works	Faha L, City Engineer
<b>Total Time: 30 of 45 Minutes Scheduled</b>						
2613	07/26/2016	Cheryl Caines	CCBSNS	1 40 Minutes - Quasi-Judicial Public Hearing Craig Annexation & Comp Plan Amendment - ZCA2016-00001 & CPA2016-00001	Community Development	Caines C, Assoc Planner
2696	07/26/2016	Carol Krager	CCBSNS	2 30 Minutes - PUBLIC HEARING: Consideration of Resolution for Gas Tax	Finance and Information Services	Fitzpatrick C, Asst Fin Dir
2728	07/26/2016	Carol Krager	CCBSNS	3 20 Minutes - Public Hearing: Consideration of Resolution to Place a Marijuana Tax on the November 2016 Ballot	City Management	Newton L, Assistant City Manager

Meeting Banner  Business Meeting   
 Study Session  Special Meeting   
 Consent Agenda  Meeting is Full   
 Workshop Meeting  CCDA Meeting 

**City Council Tentative Agenda**  
**6/6/2016 2:51 PM - Updated**









2390	07/26/2016	Judy Lawhead	CCBSNS	4 5 Minutes - Consider Authorizing the City Manager to Sign an IGA with ODOT for Design and Construction of New Sections of the Fanno Creek Trail	Public Works	McCarthy M, St/Trans Sr Proj Eng
2740	07/26/2016	Sean Farrelly	CCBSNS	5 5 Minutes - Resolution Authorizing Metro Equitable Housing Planning and Development Grant Application	Community Development	Farrelly S, Redev Project Manager
<b>Total Time: 100 of 100 Minutes Scheduled MEETING FULL</b>						
2620	08/02/2016	Carol Krager	AAA	August 2, 2016 CCDA Meeting <b>CANCELLED</b> <b>NATIONAL NIGHT OUT</b>	Central Services	03/21/2016
2621	08/09/2016	Carol Krager	AAA	August 9, 2016 Business Meeting	Central Services	03/21/2016
2681	08/09/2016	Carol Krager	ACCSTUDY	15 Minutes - Council Liaison Reports	Central Services	04/15/2016
<b>Total Time: 15 of 45 Minutes Scheduled</b>						
2737	08/09/2016	Carissa Collins	CCBSNS	15 Minutes - FY 2017 First Quarter Budget Supplemental	Finance and Information Services	Collins C, Sr Mgmt Analyst
<b>Total Time: 15 of 100 Minutes Scheduled</b>						
2652	08/16/2016	Carol Krager	AAA	August 16, 2016 Workshop Meeting	Central Services	03/21/2016
2658	08/16/2016	Kent Wyatt	CCWKSHOP	45 Minutes - Briefing on the Council Goal of Providing Recreational Opportunities for Tigard Residents	City Management	Wyatt K, Management Analyst
2601	08/16/2016	Kent Wyatt	CCWKSHOP	15 Minutes - Update on the Implementation of the Strategic Plan	City Management	Wyatt K, Management Analyst



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 Workshop Meeting  CCDA Meeting 

**City Council Tentative Agenda**  
**6/6/2016 2:51 PM - Updated**

2704	08/16/2016	Tom McGuire	CCWKSHOP	15 Minutes - Strategic Plan Goal 2 and Process and Procedures Development Code Updates	Community Development	McGuire, T, Asst CD Director
				<b>Total Time: 75 of 180 Minutes Scheduled</b>		
2627	08/23/2016	Carol Krager	AAA	August 23, 2016 Business Meeting - <b>CANCELLED</b>	Central Services	03/21/2016
2628	09/06/2016	Carol Krager	AAA	September 6, 2016 CCDA Meeting	Central Services	03/21/2016
2701	09/06/2016	Sean Farrelly	CCDA	20 Minutes - Update on Main Street/Fanno Creek (Saxony) Site Redevelopment Study	Community Development	Farrelly S, Redev Project Manager
2702	09/06/2016	Sean Farrelly	CCDA	20 Minutes - Update on Downtown Urban Lofts Project (CET Grant)	Community Development	Farrelly S, Redev Project Manager
				<b>Total Time: 40 of 180 Minutes Scheduled</b>		
2629	09/13/2016	Carol Krager	AAA	September 13, 2016 Business Meeting	Central Services	03/21/2016
2683	09/13/2016	Carol Krager	ACCSTUDY	15 Minutes - Council Liaison Reports	Central Services	04/15/2016
				<b>Total Time: 15 of 45 Minutes Scheduled</b>		
2632	09/27/2016	Carol Krager	AAA	September 27, 2016 Business Meeting	Central Services	03/21/2016
2684	09/27/2016	Carol Krager	ACCSTUDY	15 Minutes - Council Liaison Reports	Central Services	04/15/2016
				<b>Total Time: 15 of 45 Minutes Scheduled</b>		

Meeting Banner		Business Meeting	
Study Session		Special Meeting	
Consent Agenda		Meeting is Full	
Workshop Meeting		CCDA Meeting	

**City Council Tentative Agenda**  
**6/6/2016 2:51 PM - Updated**

2697	09/27/2016	Lloyd Purdy	CCBSNS	10 Minutes - (Hold for Scheduling) Connect ORVI Grant - Tigard Street Trail	Community Development	Purdy, L, Econ Development Mgr
				<b>Total Time: 10 of 100 Minutes Scheduled</b>		

**AIS-2568**

**3. B.**

**Business Meeting**

**Meeting Date:** 06/14/2016

**Length (in minutes):** Consent Item

**Agenda Title:** AUTHORIZE THE CITY MANAGER TO SIGN AN IGA WITH CLEAN WATER SERVICES FOR CONSTRUCTION OF EAST TIGARD SEWER REPLACEMENT

**Prepared For:** Jeff Peck **Submitted By:** Judy Lawhead, Public Works

**Item Type:** Motion Requested **Meeting Type:** Consent Agenda - LCRB

**Public Hearing** No

**Newspaper Legal Ad Required?:**

**Public Hearing Publication**

**Date in Newspaper:**

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**Information**

**ISSUE**

Shall council authorize the city manager to sign an IGA with Clean Water Services for the construction of East Tigard Sewer Replacement?

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommends council authorize the city manager to sign the agreement.

**KEY FACTS AND INFORMATION SUMMARY**

On May 24, 2016 Tigard City Council directed staff to put this item on consent agenda pending additional information provided in a council memo.

The adopted 2015-16 Capital Improvement Plan includes project #93013 East Tigard Sewer Replacement. The purpose of the project is to upgrade the capacity of an existing sanitary sewer line to reduce higher than normal maintenance needs. The existing 12-inch sanitary sewer line will be replaced and relocated to the south, outside of the creek. Additional work will include:

- Replacing two sanitary sewer connections serving areas northeast of the sewer line.
- Installing 430 linear feet of new 8-inch diameter sanitary sewer southwest of the replacement sewer to serve future development (Fields Trust property).

Clean Water Services will pay 100 percent of the project costs for all public sewer lines larger than 12-inches in diameter and required reconnections of existing sewer. Tigard will pay for the cost of the 8-inch public sewer line to serve future development.

Highlights of the agreement include:

City of Tigard obligations:

- Contracting and consultant selection
- Public involvement and communications
- Construction management and inspection
- Pay 100 percent of the project costs for all new public and private sewer extensions serving previously unserved areas
- Project Costs that cannot be easily allocated to a specific section of the sewer will be split between Clean Water Services and City of Tigard in the same percentage as the amount of sewer line that each party is responsible for.

Clean Water Services obligations:

- Review plans and provide written comments
- Pay 100 percent of the project costs for all public sewer lines larger than 12 inches in diameter and required reconnections of existing sewers in an amount not to exceed \$1,634,632
- Pay invoices submitted by the city within 30 days of approval
- Assist Tigard in public involvement and communications
- Have the right to approve the final acceptance of the project after construction.

## **OTHER ALTERNATIVES**

Council could propose changes to the agreement or could decide not to approve the agreement. Should Council decide not to approve the agreement, the consequence would likely be that Clean Water Services will not fund the project.

## **COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS**

This project is a recommended improvement in the City of Tigard Sanitary Sewer Master Plan, May 2010. Project map ID: D-120.

## **DATES OF PREVIOUS CONSIDERATION**

The council was briefed on this agreement at its May 24, 2016, meeting.

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### **Fiscal Impact**

<b>Cost:</b>	246,345
<b>Budgeted (yes or no):</b>	Yes
<b>Where Budgeted (department/program):</b>	Sanitary Sewer

**Additional Fiscal Notes:**

This sewer improvement project was selected for implementation by the Capital Improvement Program Prioritization Committee made up of representatives of Clean Water Services and cities in urban Washington County. Clean Water Services will pay 100 percent of the project costs for all public sewer lines larger than 12-inches in diameter and required reconnections of existing sewer in an amount not to exceed \$1,634,632.

The City will pay for the project costs for the 8-inch public sewer line to serve future development (Fields Trust property). Total City cost is estimated at \$246,345.

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**Attachments**

Memorandum to Council

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## City of Tigard Memorandum

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SUPPLEMENTAL PACKET  
FOR 6-14-2016  
(DATE OF MEETING)

**To:** Honorable Mayor and City Council

**From:** Lori Faha, City Engineer and Jeff Peck, Project Coordinator

**Re:** East Tigard Sewer – IGA with Clean Water Services

**Date:** June 1, 2016

The East Tigard Sewer Project is important to address an undersized and difficult to maintain sanitary sewer line located in Red Rock Creek in the Hunziker Core area. This project is needed to prevent future overflows and allow for the addition of anticipated new flows from development such as that proposed for the Hunziker/Wall Street area. The sewer line is and will remain a City of Tigard asset.

The replacement, upsizing and re-connection of existing sewer laterals can all be paid through the regional sewer funding managed by Clean Water Services. These funds are from System Development Charges collected throughout the CWS District area, including within City boundaries. A portion of these funds are available for eligible sanitary sewer upgrade. Projects are selected based on technical prioritization criteria and approved by a regional Capital Improvement Project Prioritization Committee that includes representatives of CWS and each City. The regional source of funds can only be used for certain projects and project elements that meet the SDC source money use restrictions.

The proposed IGA between the City of Tigard and CWS outlines the elements of the project that are eligible for the regional funding. This includes the replacement/upsizing of the existing sewer, reconnection of existing laterals, and related project environmental permitting requirements such as construction of a mitigation wetland or mitigated vegetated corridor, as required.

Funding does not include new laterals to serve future development or long-term maintenance costs for the pipes or mitigation areas as this is a city asset. The city is working with CWS to identify which required monitoring costs associated with any mitigation sites can be covered by the regional funding. At a minimum, this will include work done during a 2-year maintenance and monitoring warranty period that starts at the completion of the sewer construction. This is the extent of work CWS has determined to be currently eligible for SDC funding.

The IGA was brought to City Council for first consideration at the Study Session on May 24, 2016, and is proposed for Council acceptance on June 14.

**AIS-2612**

**3. C.**

**Business Meeting**

**Meeting Date:** 06/14/2016

**Length (in minutes):** Consent Item

**Agenda Title:** APPROVE INTERGOVERNMENTAL  
AGREEMENTS WITH WASHINGTON COUNTY  
LIBRARY SERVICES

**Prepared For:** Margaret Barnes      **Submitted By:** Alison  
Grimes,  
Library

**Item Type:** Motion Requested      **Meeting Type:** Consent  
Agenda

**Public Hearing** No

**Newspaper Legal Ad Required?:**

**Public Hearing Publication**

**Date in Newspaper:**

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**Information**

**ISSUE**

Request Approval for Renewal of three Intergovernmental Agreements with Washington County Cooperative Library Services. These items were presented and discussed with the City Council at the May 24, 2016 meeting. At that time City Council agreed to have these items placed on the Consent agenda for the City Council meeting of June 14, 2016.

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommendation is to request the City Council to approve these Intergovernmental Agreements with Washington County Cooperative Library Services.

**KEY FACTS AND INFORMATION SUMMARY**

\* Intergovernmental Agreement: With the passage of the 2015 WCCLS library local option levy, a new five-year Agreement is presented for approval.

\* Amendment to Intergovernmental Agreement: This adds the City of North Plains to the Agreement.

\* Second Amendment to Intergovernmental Agreement: This Amendment updates some language in the original Agreement and adds the Aloha Community Library as an additional member.

\* Public Libraries Services Agreement: This is an Agreement with WCCLS to maintain and provide residents of Washington County with access to quality public library services.

\* Information Network Agreement: This Agreement defines the responsibilities of WCCLS member libraries for use of the shared Information Network, including the integrated library system software, its resources, databases and e-content provided for library staff and patrons.

They have been reviewed and approved by the City Attorney.

## **OTHER ALTERNATIVES**

N/A

## **COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS**

## **DATES OF PREVIOUS CONSIDERATION**

The Intergovernmental Agreements were previously discussed on May 24, 2016.

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### **Attachments**

Amendment to WCCLS Governance IGA for July 2007

Public Library Services Agreement FY 16-17 to FY 20-21

Second Amendment to IGA

Governance IGA

Information Network IGA

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## **AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES**

This amends the Intergovernmental Agreement dated January 17, 2006 between Washington County on behalf of Washington County Cooperative Library Services, and the cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, Sherwood, Tigard, and Tualatin, and the Cedar Mill Community Library Association and the Garden Home Community Library Association (“Contractors”) as follows:

In accordance with **Section 4.I: Adding or Subtracting Members**, the City of North Plains shall be added as a Member, effective July 1, 2007. The City of North Plains, by its execution of this Amendment, also hereby agrees to be bound by all of the terms and conditions of the January 17, 2006 Intergovernmental Agreement and all Amendments thereto.

**Amend Section 4, A: WCCLS EXECUTIVE BOARD Membership to read as follows:**

4. **WCCLS EXECUTIVE BOARD**

**A. Membership**

The Executive Board shall consist of thirteen (13) voting Board Members (“Members”) representing the eleven (11) Contracting library service providers, the West Slope Community Library, and Washington County. For the cities of Beaverton, Cornelius, Forest Grove, Hillsboro, **North Plains**, Sherwood, Tigard, and Tualatin, the Members shall be the chief administrative officers of those jurisdictions or their designees. For the City of Banks, the Cedar Mill Community Library Association and the Garden Home Community Library Association, the Members shall be representatives designated by the Contractors’ governing boards. For the West Slope Community Library, the Member shall be a representative of the community appointed by the Board of County Commissioners. The Washington County Administrator (or designee) shall represent countywide services. The Executive Board will meet as needed and will convene either prior to or immediately following the city/county managers’ meetings.

**Amend Section 5, A: WCCLS POLICY GROUP Membership to read as follows:**

5. **WCCLS POLICY GROUP**

**A. Membership**

The WCCLS Policy Group (“Policy Group”) shall consist of thirteen (13) voting Members representing the eleven (11) contracting library service providers, the West Slope Community Library, and a library that is a non-public library WILnet member (either Tuality Health Information Resource Center or the Oregon College of Art and Craft library). These thirteen Members shall be the library directors or their designees.

This amendment shall become effective July 1, 2007.

In performing the above, it is understood and agreed that all other terms and conditions of the original Intergovernmental Agreement of January 17, 2006 and amendments thereto are still in effect.

FOR THE CONTRACTOR:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

FOR WASHINGTON COUNTY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Washington County

APPROVED AS TO FORM:

\_\_\_\_\_  
Sr. Assistant County Counsel

## Public Library Services Agreement

This Agreement is made by and between Washington County, a home rule subdivision of the State of Oregon hereinafter referred to as "County", on behalf of Washington County Cooperative Library Services, hereinafter referred to as "WCCLS," and the Cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard, and Tualatin, and Aloha Community Library Association, Cedar Mill Community Library Association and Garden Home Community Library Association, hereinafter referred to as "Contractor(s)." County and Contractors are collectively known as "the Parties." WHEREAS, Washington County has approved funding for countywide library services including non-fee access by County residents to public libraries operated by Contractors; and

WHEREAS the Parties originally entered into this Agreement in 1976 and the Agreement has had subsequent amendments and renewals including the last one entered into on June 21, 2011 (MO #11-165); and

WHEREAS, the Parties to this Agreement are either units of local government empowered by ORS 190.010 to enter into an intergovernmental agreement or are private non-profit agencies operating public libraries; and

WHEREAS, the Parties desire to maintain and provide residents of Washington County with access to quality public library services and Contractors can provide such access and services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

### 1. DEFINITIONS

The following definitions shall be used in this Agreement:

- A. WCCLS (Washington County Cooperative Library Services) – An agency of County government that exists to coordinate, contract for or provide a full range of library and information services to all residents of the county.
- B. WCCLS Information Network– The system that includes: the shared integrated library system software (circulation, public access catalog, cataloging, serials control and acquisitions software); the WCCLS.org website and its resources; other databases and e-content provided by WCCLS for Contractors' staff or public access; wireless Internet access for the public; central site hardware and software; software, hardware or peripheral products provided to Contractors and supported by WCCLS; and the telecommunications network linking Contractors to the system and for Internet access.

- C. Qualified Borrowers – All Washington County residents, residents of counties or cities with which Washington County has reciprocal borrowing agreements, and paying card holders.
- D. West Slope Community Library - The public library that is a department of WCCLS and managed by the County. For purposes of this Agreement, West Slope is a Contractor.
- E. Oregon Public Library Statistical Report – The report mandated by ORS 357.520, containing statistics and provided on an annual basis to the Oregon State Library via a reporting format determined by the State Library. Report data is typically due October 1 of each year.
- F. WCCLS Executive Board – the board established to advise the Board of County Commissioners and the Cooperative Library Services Director on matters pertaining to the funding for countywide library services, distribution of financial resources by WCCLS for the provision of countywide public library services, and long term governance and funding strategies.
- G. WCCLS Policy Group – the Board established to provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of countywide public library services, and to advise the Cooperative Library Services Director.

2. TERM OF AGREEMENT

This Agreement shall be in effect from July 1, 2016 through June 30, 2021, except as otherwise provided in Section 11 of this Agreement.

3. FUNDS

As compensation to Contractor for the services to be provided pursuant to this Agreement, WCCLS agrees to distribute funds to Contractor on the basis set forth in Section 5 and the Payment Schedule set forth in Section 7.

By receipt of funds from WCCLS each Contractor agrees to expend those funds to provide library services according to Contractor's established policies, and to ensure that Contractor's library facilities are open for public use by all Qualified Borrowers. Contractors must spend all funds received from WCCLS on the provision of library services.

4. MINIMUM OPERATING REQUIREMENTS

By receipt of funds from WCCLS each Contractor agrees that Contractor's library facilities will be open to the public at least 45 hours per week, and to employ at least one full-time employee who will serve as the primary contact with WCCLS.

5. FUNDING DISTRIBUTION

A. WCCLS shall determine the total payment to be made to each Contractor during the term of this Agreement by using the method set forth in this Section and based on figures set forth in EXHIBIT A "Funding Distributions."

B. Payments to Contractors shall be budgeted in three (3) funding distribution pools.

1. Pool One. If the countywide assessed value increases at least 3% annually, for FY2016-17 the total amount in Pool One shall be \$23,313,017 as identified in EXHIBIT A. Thereafter, if countywide assessed value increases at least 3% annually Contractors shall each receive increases of 3% on an annual basis for the Term of this Agreement.
2. Pool Two. After actual County assessed valuation, tax levies and taxes are certified, County will determine WCCLS revenue which is subject to adjustment to actual revenue. WCCLS will use the WCCLS actual revenue to first fully fund Pool One distributions and budgeted WCCLS support and outreach services, including the Jump Start Operating Fund. WCCLS may then allocate additional funds to Pool Two. The WCCLS Executive Board shall recommend whether funds from Pool Two shall be distributed to Contractors, and if so, on what basis. Typically, the WCCLS Executive Board shall make the recommendation in February of each year. Any distribution of funds from Pool Two shall be distributed on a separate schedule from Pool One.
3. Jump Start Operating Fund. WCCLS shall create a third funding pool and use funds from this pool to support Contractors that physically expand a library building or add a new library branch during the term of this Agreement. Funds shall be allocated to support the operations of said expansions. WCCLS shall allocate funds through an application process created by the WCCLS Executive Board. Funds from this third funding pool will be added to the Contractor's Pool 1 base allocation at the beginning of the next Agreement term.

6. ADJUSTMENTS IN PAYMENTS

- A. WCCLS may adjust payments if funding for payments noted in 5.B.1 is less than projected. WCCLS will reduce amounts paid to each Contractor in an amount proportionate to each library's percentage of the total amount available for payment.
- B. WCCLS shall notify the Contractors in writing of any adjustments under this Section after the County adopts the budget for the subsequent fiscal year. If reductions in revenue are necessary after the beginning of a fiscal year, County shall give sixty (60) days notification to Contractors, if possible.

7. PAYMENT SCHEDULE

- A. WCCLS shall make payments to those Contractors that are cities as follows:
  - 1. 80% (eighty percent) of the total annual payment shall be made on or before December 31; and
  - 2. 20% (twenty percent) of the total annual payment shall be made on or before April 15.
- B. Notwithstanding paragraph 7.A above, a city not formerly a party to a Public Library Services Agreement with WCCLS, that establishes a public library and becomes a party to this Agreement, shall be entitled to receive payment on a monthly basis during the term of this Agreement. The monthly payment shall be 1/12 of the total annual payment. In addition, WCCLS agrees that any city to which this subsection applies shall be entitled to receive monthly payments for the entire term of any renewal or successor agreement to which it becomes a party, provided funds are available.
- C. WCCLS shall make payments to those Contractors that are community libraries, specifically Aloha Community Library Association, Cedar Mill Community Library Association, Garden Home Community Library Association and the West Slope Community Library, on a monthly basis. The monthly payment shall be 1/12 of the total annual payment.

8. SPECIAL LIBRARY FUND

County, on behalf of WCCLS, shall maintain a Special Library Fund that shall include:

- A. Any remaining funds from a previous year which shall be carried over to the next year;
- B. All property tax collections made under all County library local option levies;



- C. All transfers of county general funds made to WCCLS;
- D. All interest earnings on the Special Library Fund, in accordance with ORS 294.080(1); and
- E. Other revenues for library services.

9. SERVICES TO BE PROVIDED BY WCCLS

WCCLS agrees to provide the following central support and outreach services to Contractors and West Slope Community Library:

- A. Reciprocal borrowing with other metropolitan area public libraries and Oregon Library Passport Program participating libraries;
- B. Coordination of countywide library services among Contractors and with regional and state library service providers;
- C. Coordination of selection and purchase of shared electronic products available through WCCLS.org, coordination of training and education for adult services staff, coordination of countywide adult programming such as Summer Reading, and interlibrary loan borrowing from and lending to libraries outside of Washington County;
- D. Outreach services to special populations of Washington County residents, including, but not limited to, circulation of materials to those who cannot get to a public library (homebound), information and education about library-related services for child care providers and the children in their care, Latino and other cultural communities.
- E. Coordination and support of countywide youth services, including Summer Reading Programs and shared resources, coordination of training and education of youth services staff;
- F. Courier pick-up and delivery of materials between Contractors and provision of courier connections to regional library delivery systems;
- G. Planning for long-term growth and development of countywide library services;
- H. Operation and maintenance of the WCCLS Information Network as defined in the WCCLS Information Network Agreement; and
- I. Other services to address Long Range Service Plan goals as agreed upon by the Parties.

10. SERVICES TO BE PROVIDED BY CONTRACTORS

- A. Each Contractor agrees to ensure equity of access to materials, resources and services for all Qualified Borrowers.
- B. Qualified Borrowers will not be charged a fee for the initial circulation or renewal of library materials.
- C. Each Contractor shall apply all fees and policies uniformly to all Qualified Borrowers. Such fees may include special service and overdue fees.
- D. Each Contractor shall designate a staff member who will work with WCCLS and administer this Agreement on behalf of Contractor. Contractor shall authorized the staff member to receive and give any

notices that may be required under this Agreement. Unless otherwise designated, this shall be the Library Director for each Contractor.

- E. Each Contractor shall meet all requirements for Level 5 Libraries as defined in the Admission of New Public Libraries to Washington County Cooperative Library Services, as approved by the WCCLS Executive Board May 23, 2012 and subsequent revisions.
- F. Each Contractor shall abide by shared policies and procedures as agreed upon by the WCCLS Policy Group.
- G. Each Contractor shall identify its membership in WCCLS through identification marks, and through public communications in selected library printed materials, websites or other publicity materials.

#### 11. RECORD KEEPING

- A. WCCLS shall provide each Contractor with a copy of the County's annual audit, upon request by Contractor.
- B. Each Contractor shall provide WCCLS with a copy of Contractor's annual audit. For purposes of this Section, the following requirements shall apply:
  - 1. For Contractors which are cities, the audit shall be that of the city, and shall be supplied upon request of WCCLS.
  - 2. For Contractors which are community libraries (specifically Aloha Community Library Association, Cedar Mill Community Library Association and Garden Home Community Library Association), the audit shall be the result of an annual review of the Contractor's financial statements made by an independent certified public accountant in accordance with standards of the American Institute of Certified Public Accountants, and shall be supplied by December 31<sup>st</sup> of each year to WCCLS.
- C. Each Contractor shall provide WCCLS with a copy of its Oregon Public Library Statistical Report.

#### 12. TERMINATION

- A. County may terminate this Agreement upon sixty (60) days written notice for a termination date no sooner than the end of the current fiscal year, if it determines, in good faith through an open, public process, that:
  - 1. The public interest would be served by such termination; or
  - 2. Adequate funds are not available.
- B. Each Contractor shall have the right to terminate this Agreement upon sixty (60) days written notice, if Contractor determines, in good faith, that:
  - 1. The public interest in its jurisdiction or area of service would be served by such termination; or



2. Appropriated funds for Contractor are less than the amount reasonably anticipated.

C. County and each Contractor may terminate participation in this Agreement separately, and Agreements between remaining parties and County shall remain in effect.

D. If Contractor terminates its participation in the Agreement, the County shall distribute funds to the Contractor prorated to the date of termination.

### 13. INSURANCE

Each contractor to this Agreement shall maintain comprehensive general liability insurance or adequate reserves in a program of self-insurance covering personal injury and property damage for the Contractors, its employees and agents. The insurance coverage shall cover the minimum amount specified in ORS 30.271. For Contractors which are not units of local government, certification of insurance shall be provided to WCCLS and all such insurance coverage shall name Washington County, its officers, employees and agents as additional insureds.

### 14. COMPLIANCE WITH APPLICABLE LAWS

The Parties shall comply with all local, state, and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

A. Equal Opportunity Contractor shall not discriminate against its employees (including applicants for employment) on the basis of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status except in case of bona fide occupational qualifications as defined and provided by applicable federal or state law. No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be grounds for cancellation, termination or suspension of the Agreement in whole or in part by County.

B. Public Contracting Statutes ORS 279B.200 through 279B.240 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference. The Contractor agrees to:

1. Make payment promptly, as due, to all persons supplying, to Contractor, labor or material for the performance of the work provided for in this Agreement;
2. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the Agreement:

3. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished pursuant to this Agreement; and
4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

15. INDEMNIFICATION

Each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party. If the indemnifying party is a unit of local government, such indemnification shall be subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.302, and the Oregon Constitution.

16. DEBT LIMITATION

This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon appropriation of funds therefor.

17. INDEPENDENT CONTRACTOR

Each party is an independent contractor with respect to each other party and has no control over the work performed by the other. No party is an agent or employer of another party. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

18. NOTICE

Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

18. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

19. CAPTIONS

Captions and headings used in this Agreement are for convenience only and shall not be construed or interpreted so as to enlarge or diminish the rights or obligations of the parties hereto.

20. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement unless the result of the holding is a failure of consideration of any party.

21. AMENDMENT

This Agreement may only be amended in writing and signed by all of the Parties.

FOR THE CONTRACTOR:

FOR WASHINGTON COUNTY:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

DATE\_\_\_\_\_

DATE\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY COUNSEL

## **SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES**

This amends the Intergovernmental Agreement dated January 17, 2006 and amended July 1, 2007 between Washington County on behalf of Washington County Cooperative Library Services, and the cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard, and Tualatin, and the Cedar Mill Community Library Association and the Garden Home Community Library Association (“Contractors”) as follows:

In accordance with **Section 4.I: Adding or Subtracting Members**, the Aloha Community Library Association shall be added as a Member, effective July 1, 2016. The Aloha Community Library Association, by its execution of this Amendment, also hereby agrees to be bound by all of the terms and conditions of the January 17, 2006 Intergovernmental Agreement and all Amendments thereto.

**Amend Section 1, B: delete definition as it is an obsolete reference term.**

**Amend Section 1, C: replace definition of WILInet (Washington County Inter-Library Information network) as follows:**

WCCLS Information Network– The system that includes: the shared integrated library system software (circulation, public access catalog, cataloging, serials control and acquisitions software); the WCCLS.org website and its resources; other databases and e-content provided by WCCLS for member library staff or public access; wireless Internet access for the public; central site hardware and software; software, hardware or peripheral products provided to member libraries and supported by WCCLS; and the telecommunications network linking Contractors to the system and for Internet access.

**Amend Section 1, F: replace definition of WCCLS Library Directors’ Board as follows:**

WCCLS Policy Group – the Board established to provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of countywide public library services, and to advise the Cooperative Library Services Director.

**Amend Section 1, G replace definition of Cooperative Library Advisory Board (CLAB) as follows:**

WCCLS Executive Board – the Board established to advise the Board of County Commissioners and the Cooperative Library Services Director on matters pertaining to the funding for countywide library services, distribution of financial resources by WCCLS for the provision of countywide public library services, and long term governance and funding strategies.



**Amend Section 4, A: WCCLS EXECUTIVE BOARD Membership to read as follows:**

4. WCCLS EXECUTIVE BOARD

**A. Membership**

The Executive Board shall consist of fourteen (14) voting Board Members (“Members”) representing the twelve (12) Contracting library service providers, the West Slope Community Library, and Washington County. For the cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard, and Tualatin, the Members shall be the chief administrative officers of those jurisdictions or their designees. For the Aloha Community Library Association, the Cedar Mill Community Library Association and the Garden Home Community Library Association, the Members shall be representatives designated by the Contractors’ governing boards. For the West Slope Community Library, the Member shall be a representative of the community appointed by the Board of County Commissioners. The Washington County Administrator (or designee) shall represent countywide services. The Executive Board will meet as needed and will typically convene either prior to or immediately following the standing city/county managers’ meetings.

**Amend Section 5, A: WCCLS POLICY GROUP Membership to read as follows:**

5. WCCLS POLICY GROUP

**A. Membership**

The WCCLS Policy Group (“Policy Group”) shall consist of fourteen (14) voting Policy Group members representing the twelve (12) Contracting library service providers, the West Slope Community Library, and a library that is a non-public library WCCLS Information Network User (either Tuality Health Information Resource Center or the Oregon College of Art and Craft library). These fourteen Members shall be the library directors or their designees.

**Replace Section 7, SEVERABILITY to read as follows:**

If any section, subsection, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement unless the result of the holding is a failure of consideration of any party.

**Replace Section 10, COMPLIANCE WITH LAWS to read as follows:**

10. COMPLIANCE WITH APPLICABLE LAWS

Each party agrees to comply with all local, state, and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

- A. **Equal Opportunity** Member hereby agrees that its employees (including applicants for employment) shall not be discriminated against race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status except in case of bona fide occupational qualifications as defined and provided by applicable federal or state law. No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this contract on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be grounds for cancellation, termination or suspension in whole or in part by County.
- B) **Public Contracting Statutes** ORS 279B.200 through 279B.240 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference. The Member agrees to:
1. Make payment promptly, as due, to all persons supplying, to Member, labor or material for the performance of the work provided for in this contract;
  2. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the contract;
  3. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished pursuant to this contract; and
  4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

**Replace Section 11, LIABILITY AND INDEMNIFICATION to read as follows:**

11. **INDEMNIFICATION**

Each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party. If the indemnifying party is a unit of local government, such indemnification shall be subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.302, and the Oregon Constitution.

**Replace Section 12, NO BENEFITS to read as follows:**

12. **INDEPENDENT CONTRACTOR**

Each party is an independent contractor with respect to each other party and has no control over the work performed by the other. No party is an agent or employer of another party. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

**Replace Section 14, INSURANCE to read as follows:**

All parties to this Agreement shall maintain comprehensive general liability insurance or adequate reserves in a program of self-insurance covering personal injury and property damage for the Members, their employees and agents. The insurance coverage shall be for a minimum of the amounts specified in ORS 30.271. For Members which are not units of local government, certification of insurance shall be provided to WCCLS and all such insurance coverage shall name Washington County, its officers, employees and agents as additional insureds.

This amendment shall become effective July 1, 2016.

In performing the above, it is understood and agreed that all other terms and conditions of the original Intergovernmental Agreement of January 17, 2006 and amendments thereto are still in effect.

FOR THE CONTRACTOR:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

FOR WASHINGTON COUNTY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Washington County

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel



INTERGOVERNMENTAL AGREEMENT  
WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES

This Agreement is made by and between Washington County, a home rule subdivision of the State of Oregon hereinafter referred to as "County," on behalf of Washington County Cooperative Library Services, hereinafter referred to as "WCCLS," and the cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, Sherwood, Tigard, and Tualatin, and the Cedar Mill Community Library Association and the Garden Home Community Library Association, hereinafter referred to as "Contractor(s)."

WITNESSETH

WHEREAS, Washington County has approved funding for county-wide library services including non-fee access by County residents to public libraries operated by Contractors; and

WHEREAS, a Public Library Services Agreement exists to define the method for distribution of those funds and the rights and responsibilities of WCCLS and Contractors in the provision of county-wide library services; and

WHEREAS, the parties to this Agreement are either units of local government empowered by ORS 190.010 to enter into an intergovernmental agreement or are private non-profit agencies operating public libraries; and

WHEREAS, all parties are desirous of providing residents of Washington County with access to public library services and Contractors are capable of providing such access and services; and

WHEREAS the participating jurisdictions now desire to enter into another Agreement to provide, among other things, for an Executive Board and Policy Board among the participating jurisdictions and assigning responsibilities thereto in order to serve as advisors to the County regarding the provision of county-wide library service;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS

The following definitions shall be used in constructing the following phrases, terms and abbreviations in this Agreement:

- A. WCCLS (Washington County Cooperative Library Services) – An agency of county government which exists to coordinate, contract for or provide a full range of library and information services to all residents of the county.
- B. WCCLS Network – The consortium of public, academic, special and school libraries in Washington County, which exists to provide countywide library service.



- C. WILInet (Washington County Inter-Library Information Network) – An integrated, automated library system, including but not limited to WILI, which is comprised of the integrated library system software (online circulation, public access catalog, cataloging and acquisitions software), and other databases, Internet resources, central site hardware and telecommunications equipment.
- D. Qualified Borrowers – All Washington County residents, residents of counties with which Washington County has reciprocal borrowing agreements, and other paid card holders.
- E. West Slope Community Library - The public library that is a department of WCCLS and managed by the County. For purposes of funding, West Slope is treated as a Contractor, but is not a signatory to this Agreement.
- F. WCCLS Library Directors' Board – The executive body of the WCCLS Network; advisory to the Cooperative Library Advisory Board and the WCCLS Manager.
- G. Cooperative Library Advisory Board (CLAB) – The board appointed by the Washington County Board of County Commissioners to develop, review and recommend library service policies, representing Public Library Services Agreement Contractors and the West Slope Community Library. CLAB is advisory to the Board of County Commissioners and to the Cooperative Library Services Manager.

2. TERM OF AGREEMENT

This Agreement shall be in effect from January 1, 2006 and shall remain in effect perpetually thereafter, until such time as this Agreement is wholly or partially terminated pursuant to Section 9 herein.

3. GOVERNING BODY

WCCLS shall continue to be governed by the Washington County Board of County Commissioners. A WCCLS Executive Board, described below, shall be established to advise the Board of County Commissioners and the Cooperative Library Services Manager on matters pertaining to the funding for countywide library services, distribution of financial resources by WCCLS for the provision of countywide public library services, and long term governance and funding strategies.

The WCCLS Executive Board shall replace the current Cooperative Library Advisory Board. A WCCLS Policy Group, also described below, shall be established to provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of countywide public library services, and to advise the Cooperative Library Services Manager. The WCCLS Policy Group shall replace the current Library Directors' Board.

4. WCCLS EXECUTIVE BOARD

**A. Membership**

The Executive Board shall consist of twelve (12) voting Board Members (“Members”) representing the ten current Contracting library service providers, the West Slope Community Library, and Washington County. For the cities of Beaverton, Cornelius, Forest Grove, Hillsboro, Sherwood, Tigard, and Tualatin, the Members shall be the chief administrative officers of those jurisdictions or their designees. For the City of Banks, the Cedar Mill Community Library Association and the Garden Home Community Library Association, the Members shall be representatives designated by the Contractors’ governing boards. For the West Slope Community Library, the Member shall be a representative of the community appointed by the Board of County Commissioners. The Washington County Administrator (or designee) shall represent countywide services. The Executive Board will meet as needed and will convene either prior to or immediately following the city/county managers’ meetings.

**B. Non-Voting Members**

The Chair and Vice-Chair of the WCCLS Policy Group shall serve as Members of the Executive Board in an ex-officio capacity.

**C. Appointments to the WCCLS Executive Board**

Except as otherwise specified herein, appointments for all Contractors and the County are continuous and Members shall serve at the pleasure of their appointing authorities. The West Slope Community Library representative shall be appointed by the Board of County Commissioners for a two year term, which can be renewed.

**D. Responsibilities**

The Executive Board shall advise the Board of County Commissioners, the County Administrator and the Cooperative Library Services Manager on issues pertaining to funding for countywide library services, the distribution of financial resources by WCCLS for direct public library services, and long-term governance and funding strategies. This includes but is not limited to the following matters:

1. Provide recommendations regarding contracts related to the provision of centrally provided support services when Board of County Commissioner approval is required,
2. Review Policy Group recommendations for central service plans and budget allocations, forward the Executive Board’s recommendations regarding the same to the County Administrator and the Board of County Commissioners for inclusion in WCCLS annual budget requests,
3. Review recommended allocation amounts and funding distribution formulas to be included in the Public Library Services Agreement; provide jurisdictional endorsements of such Agreements and recommend to the County Administrator and the Board of County Commissioners for approval,

4. Consider and recommend to the Cooperative Library Services Manager, the County Administrator and the Board of County Commissioners any changes regarding governance of Members or membership for WCCLS or the Executive Board,
5. Recommend long term funding strategies for countywide library service to the County and Board of County Commissioners,
6. Develop recommendations for the County and the Board of County Commissioners regarding supplemental funding strategies for countywide library services.

**E. Schedule of Meetings**

The Executive Board at its first organizational meeting or as soon thereafter as reasonable, shall adopt rules governing its procedures, and which shall include at a minimum: 1) time and place of regular meetings; 2) the method and manner of calling special meetings; 3) the method, term and manner of establishing committees or sub-committees; and 4) Executive Board by-laws and rules of procedure. The Executive Board shall meet as needed to adequately execute its duties and responsibilities. The first organizational meeting shall be a joint meeting with the WCCLS Policy Group and thereafter a joint meeting of the two boards shall be held annually. All meetings of the Executive Board and the WCCLS Policy Group shall be held in accordance with Oregon Public Meeting Laws, ORS 192.610 to 192.710.

**F. Election of Officers**

The Executive Board at its first organizational meeting or as soon thereafter as reasonable, shall elect a Chair and Vice Chair/Chair Elect. The term of the officers shall be for two years, with elections held at the Executive Board's annual meeting. The Chair, or the Vice Chair/Chair Elect in his/her absence, shall preside over all meetings of the Executive Board. The Cooperative Library Services Manager (or designee) shall serve as Clerk of the Board and be responsible for providing notices of meetings and keeping minutes, as required by Oregon Public Meeting Laws.

**G. Quorum**

A majority of the Members of the Executive Board shall constitute a quorum. All decisions of the Board, unless otherwise provided herein, shall require the presence of a quorum and a majority vote of those representatives in attendance. No recommendation regarding a formula for allocating county funds through the Public Library Services Agreement shall be forwarded to the Board of Commissioners unless it receives the votes of a majority of the Members of the Executive Board.

**H. Voting**

Each Member of the Executive Board shall have one vote. In the event that a Member is unable to attend a meeting in which a vote is scheduled to take place, the Member may appoint a designee to attend and vote in his/her place. Under circumstances when neither a Member nor his/her designee can attend, a Member may, prior to the meeting, submit his/her vote to the Chair on a specific issue under signature in writing or by email that clearly identifies the sender.



**I. Adding or Subtracting Members**

Members shall be added to the Executive Board, as needed, to represent new library service providers admitted to WCCLS through the Public Library Services Agreement (PLSA). Members shall be subtracted from the Executive Board at such time as a library service provider withdraws from membership in WCCLS and ceases to be a party to the PLSA, or when a city assumes management and fiscal responsibilities for operating a community library, or when two or more library service providers merge into one administrative entity. A library that changes its governance (EX: a city library becomes a community library, or a city or community library establishes a library district) retains its membership rights in WCCLS including membership on the Executive Board and authority to receive funds through the Public Library Services Agreement.

5. WCCLS POLICY GROUP

**A. Membership**

The WCCLS Policy Group ("Policy Group") shall consist of twelve (12) voting Members representing the ten (10) current contracting library service providers, the West Slope Community Library, and a library that is a non-public library WILnet member (either Tuality Health Information Resource Center or the Oregon College of Art and Craft library). These twelve Members shall be the library directors or their designees. The Policy Group shall replace the current Library Directors' Board.

**B. Responsibilities**

The Policy Group shall advise the WCCLS Executive Board and the Cooperative Library Services Manager on issues pertaining to the development and implementation of policies and procedures for delivery of public library services to all county residents, and to provide technical and professional support for the WCCLS Executive Board. This includes but is not limited to the following matters:

1. Develop, approve and implement shared policies and procedures for the delivery of direct public library services by member libraries,
2. Advise the Cooperative Library Services Manager on issues related to the provision of library services to special populations,
3. Advise the Cooperative Library Services Manager on operational considerations for contracts related to the provision of centrally provided support services,
4. Recommend annual service plans and review budget allocations for centrally provided support services and library services to special populations to the Cooperative Library Services Manager and the Executive Board,
5. Advise the Cooperative Library Services Manager and the Executive Board on the allocation of County resources for direct public library service delivery and the formula used to distribute such resources,
6. Provide technical and professional support for the Executive Board regarding governance of members and membership in WCCLS,

7. Encourage and provide a forum for positive and timely communication among library directors and staff to continuously evaluate and improve library services to county residents,
8. Develop recommendations for long term funding needs and strategies for the Executive Board,
9. Provide technical and professional support for the Executive Board regarding supplemental funding strategies for countywide library services,
10. Keep abreast of library trends and developments; evaluate and recommend service implementation changes as needed to the Cooperative Library Services Manager.

**C. Schedule of Meetings**

The Policy Group at its first organizational meeting or as soon thereafter as reasonable, shall adopt rules governing its procedures, and include at a minimum: 1) time and place of regular meetings; 2) method and manner of calling special meetings; 3) method of establishing committees or sub-committees; and 4) Policy Board by-laws and rules of procedure. The Policy Group shall meet monthly or as needed to execute its duties and responsibilities. The first organizational meeting shall be a joint meeting with the WCCLS Executive Board and thereafter a joint meeting of the two boards shall be held annually. All meetings of the Policy Group and the Executive Board shall be held in accordance with Oregon Public Meeting Laws, ORS 192.610 to 192.710.

**D. Election of Officers**

The Policy Group at its first organizational meeting or as soon thereafter as reasonable, shall elect a Chair and Vice Chair/Chair Elect. The term of the officers shall be for one year, with elections held at the Policy Group's annual meeting. The Chair, or the Vice Chair/Chair Elect in his/her absence, shall preside over all meetings of the Policy Group. The Cooperative Library Services Manager (or designee) shall serve as Clerk of the Board and be responsible for providing notices of meetings and keeping minutes, as required by Oregon Public Meeting Laws.

**E. Quorum**

A majority of the Members of the Policy Group shall constitute a quorum. All decisions of the Group, unless otherwise provided herein, shall require the presence of a quorum and a majority vote of those representatives in attendance. No recommendation regarding a formula for allocating county funds through the Public Library Services Agreement shall be forwarded to the Executive Board unless it receives the votes of a majority of the Members of the Policy Group.

**F. Voting**

Each voting Member of the Policy Group shall have one vote. Under circumstances when a Member cannot attend, he/she may, prior to the meeting, submit a vote to the Chair on a specific issue under signature in writing or by email that clearly identifies the sender.

**G. Adding or subtracting members**

Member representatives shall be added to the Policy Group, as needed, to represent new library service providers admitted to WCCLS through the Public Library Services Agreement. Member representatives shall be subtracted from the Policy Group at such time as a library service provider withdraws from membership in WCCLS and ceases to be a party to the PLSA, or when a city assumes management and fiscal responsibilities for operating a community library, or when two or more library service providers merge into one administrative entity. A library that changes its governance (EX: a city library becomes a community library, or a city or community library establishes a library district) retains its membership on the Policy Group.

6. AMENDMENTS

All changes, modifications, or amendments to this Agreement shall only be considered upon approval of three fourths (3/4) of the Member representatives of the Executive Board. Following a recommendation from the Executive Board, this Agreement may be changed, modified, or amended only in writing and upon approval of all of the parties to this Agreement.

7. SEVERABILITY

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of the Agreement.

8. INTERPRETATION

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement.

9. TERMINATION

This Agreement may be terminated only pursuant to the following:

- A. This Agreement shall terminate as to any individual party upon that party ceasing to be a party to the Public Library Services Agreement (PLSA) dated 1/20/04.
- B. This Agreement shall terminate in its entirety, as to all parties, upon execution of a declaration signed by three-fourths (3/4) of all parties to this Agreement terminating its effectiveness.

10. COMPLIANCE WITH LAWS

Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services and activities provided under this Agreement.

11. LIABILITY AND INDEMNIFICATION

Notwithstanding that actions by some or all of the parties to this Agreement may be undertaken on behalf of the others, each party agrees to be responsible for the consequences of any wrongful acts of the party's employee as they affect any other party or a person not a party to this Agreement. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to indemnify the other parties and each of them, and hold each and all harmless from any and all claims, actions or suits arising out of a wrongful act of the first party's employee done in the course and scope of this Agreement.

12. NO BENEFITS

No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

13. NOTICE

Any Contractor shall give immediate written notice to the County of any action or suit filed or any claim made against that party that may result in litigation and is directly related to this Agreement.

14. INSURANCE

Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this agreement at levels necessary to protect against public body liability as specified in ORS 30.270. Contractors which are community libraries shall provide certification of insurance upon request.

15. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

16. CAPTIONS

Captions and headings used in this Agreement are for convenience only and shall not be construed or interpreted so as to enlarge or diminish the rights or obligations of the parties hereto.



FOR THE CONTRACTOR:

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Signature

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Title

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Date

FOR WASHINGTON COUNTY:

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Signature

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Title

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Washington County

APPROVED AS TO FORM:

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Sr. Assistant County Counsel



## **WCCLS Information Network Agreement**

This WCCLS Network Agreement, hereafter referred to as "Agreement," is made by and between Washington County, a home rule subdivision of the State of Oregon hereinafter referred to as "County", by and through Washington County Cooperative Library Services, hereinafter referred to as "WCCLS," and the Cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard and Tualatin, Aloha Community Library Association, Cedar Mill Community Library Association, Garden Home Community Library Association, Tuality Healthcare and Oregon College of Art and Craft, hereinafter referred to as "Network Users." County and Network Users are collectively known as "the Parties."

WHEREAS the Parties originally entered into this Agreement in 1986 and the Agreement has had subsequent amendments and renewals including the last one entered into on July 11, 2011.

WHEREAS, the parties to this Agreement are either units of local government empowered by ORS 190.010 to enter into an intergovernmental agreement, or are private non-profit agencies operating libraries, and

WHEREAS, the Parties desire to continue to provide residents of Washington County with access to public library services and can provide such access and services, and

WHEREAS, WCCLS has purchased and installed an integrated library system and operates and maintains a secure telecommunications network to facilitate connections between Network Users' libraries and to the Internet, and desires to make this system available for use by libraries in Washington County;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

### **1. DEFINITIONS**

The following definitions shall be used in constructing the following phrases, terms and abbreviations in this Agreement:

- A) WCCLS (Washington County Cooperative Library Services) - An agency of County government that exists to coordinate, contract for or provide a full range of library and information services to all residents of the county.
- B) WCCLS Information Network— The system that includes: the shared integrated library system software (circulation, public access catalog, cataloging, serials control and acquisitions software); the WCCLS.org website and its resources; other databases and e-content provided by WCCLS for Network Users' library staff or public access; wireless Internet access for the public; central site hardware and software; software, hardware or peripheral products provided to Network Users' libraries and supported by WCCLS; and the telecommunications network linking Network Users to the system and for Internet access, hereinafter referred to as the "Network."

- C) Host – Any intelligent device connected to the Network that is addressable by a network/transport protocol. All workstations, network printers, routers, etc. are hosts.
- D) Broadband Users' Group – A membership organization through which WCCLS procures Internet and firewall network services.
- E) WCCLS Policy Group – The board established to provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of countywide public library services, and to advise the Cooperative Library Services Director.
- F) WCCLS Information Network Users' Group - A committee of the WCCLS Policy Group to advise WCCLS and the WCCLS Policy Group on the operation of the automated system as defined in the WCCLS Policy Group Bylaws.
- G) Public Library Services Agreement - The Inter-Governmental Agreement between Washington County and library service providers to provide library services to all county residents, containing a distribution formula under which WCCLS makes payments to public libraries.
- H) WCCLS Executive Board – The board established to advise the Board of County Commissioners and the Cooperative Library Services Director on matters pertaining to the funding for countywide library services, distribution of financial resources by WCCLS for the provision of countywide public library services, and long term governance and funding strategies.
- I) West Slope Community Library – The public library that is a department of WCCLS and managed by the County. For purposes of this Agreement, West Slope is treated as a Network User.

## 2. TERM OF AGREEMENT

This Agreement shall be in effect from July 1, 2016, through June 30, 2021, except as otherwise provided in Section 14 of this Agreement.

## 3. OWNERSHIP AND MANAGEMENT OF THE WCCLS INFORMATION NETWORK

- A) The Washington County Board of Commissioners, as the governing body of WCCLS, retains final authority for decision-making related to Network and its operation.
- B) WCCLS shall have full ownership of all Network components and shall make the system available to Network Users. All software and upgrades provided to Network Users by WCCLS will remain the property of WCCLS.

- C) Item records owned by Network Users, the associated bibliographic and patron records where the patron is registered at the Network User Library, shall be considered the property of that Network User. On termination of this Agreement by either party Network User shall pay all reasonable costs associated with data extraction necessary to provide records in machine-readable format.

#### 4. SERVICE AVAILABILITY

- A) Network shall be available for use twenty-four (24) hours a day except for routine maintenance and when software, hardware, or telecommunications upgrades or changes necessitate making the system unavailable. WCCLS agrees to provide Network User with prior notice of Network downtime if it will affect library operations or business hours except for unexpected outages due to Network failure or other circumstances beyond the control of WCCLS. No liability shall be assumed by WCCLS if Network experiences downtime.

- B) WCCLS staff shall be available to support the Network and to answer questions about the Network from Network Users. No Network staff will be available on days that are official Washington County holidays.

The hours of service are as follows:

8:00 am – 9:00 pm, Monday – Thursday;

8:00 am – 6:00 pm Friday,

9:00 am – 5:00 pm Saturday, and

10:30 am - 5:30 pm Sunday.

Staff will be available for emergency support from 6:00pm to 9:00pm Friday only.

#### 5. DATA RECOVERY

WCCLS will duplicate at least daily all data maintained in the Network database. WCCLS will maintain back-up data on-site and off-site so that files can be reconstructed if a system malfunction occurs that requires restoring or rebuilding data files, in whole or in part. A minimum of one weekly back-up will be stored in a location physically apart from the site of the central system in case of major disaster at the central site. The purpose of the back-up is for emergency recovery is live data or the system is damaged or destroyed and is not for archival purposes.

#### 6. DUTIES AND RESPONSIBILITIES OF WCCLS

WCCLS shall:

- A) Purchase all Network hardware, software, and telecommunications equipment; house such equipment in a suitable environment; and maintain said equipment in good operating condition.
- B) Purchase integrated library system client software licenses for Network Users and coordinate distribution of licenses.

- C) Provide, or contract for the provision of, maintenance of Network hardware, software, and the telecommunications equipment.
- D) Provide and maintain directory services to control access to the Network.
- E) Employ personnel needed to maintain and operate Network and staff a help desk for problem reporting and resolution.
- F) Provide a source of, and maintain for Network Users, MARC bibliographic cataloging records and authority records in the catalog. This includes monitoring and evaluating bibliographic services to maintain quality bibliographic records.
- G) Purchase, and coordinate licensing of, other software, applications or equipment to support Network services.
- H) Purchase item inventory tags, security tags and patron cards to be used by Network Users.
- I) Provide initial training and initial and on-going training materials to Network Users for WCCLS-provided software applications as documentation is provided by vendors.
- J) Provide documentation for the integrated library system as documentation is provided by vendors.
- K) Provide software updates to Network Users for software applications purchased by WCCLS and licensed for use at member libraries.
- L) Regularly review the operations of Network hardware, software and telecommunications, evaluate performance, and develop plans for modifications, upgrades and new services, as outlined in the WCCLS Long Range Plan.
- M) Monitor compliance with Policies & Procedures adopted by the WCCLS Policy Group and the Broadband Users' Group to coordinate orderly and secure use of the Network.
- N) Conduct an independent security audit of the Network and implement recommendations to maintain security and integrity.
- O) Take steps to maintain security, up to and including terminating a connection between one or more network Hosts that presents a problem or threatens security, integrity, or performance of the Network. WCCLS shall notify affected Network Users about an impending disconnection if time permits. Unless WCCLS determines that the problem or threat has resulted in a default under paragraph 11, WCCLS shall restore connectivity when the WCCLS staff determines that the problem is resolved or the threat removed.
- P) Provide and maintain library security gates (RFID enabled).
- Q) Manage the Network pursuant to the terms and conditions of this Agreement.

## 7. DUTIES AND RESPONSIBILITIES OF NETWORK USERS

Network Users shall:

- A) Participate in the use and operation of the Network under the terms and conditions of this Agreement and the Policies & Procedures adopted by the WCCLS Policy Group.
- B) Take full responsibility for linking item information for Network User's holdings to bibliographic records in the catalog and for meeting cataloging standards as outlined in the Policies & Procedures.
- C) Provide, maintain, and administer cabling, equipment, software, associated devices and Hosts within Network User's building that are connected to the Network. Network Users should meet ANSI/TIA-5568-C or ISO/IEC 11801(Ed2.2) standards when installing new data cabling.
- D) Provide site preparation, access, and environmental conditions necessary for optimal security and functioning of Hosts provided by WCCLS.
- E) Ensure that devices configured by Network User and accessing the Network comply at all times with hardware, software and security requirements deemed necessary by WCCLS staff. Network User shall use WCCLS directory services to access the Network.
- F) Ensure that all Hosts connected to the Network are secured and supervised by library staff during use. Network User shall not allow public users to use staff workstations.
- G) Ensure that any Host or device connected to the Network shall neither cause, nor have the potential to cause, any network disruption, security breach, nor other deleterious outcome.
- H) Obtain permission from WCCLS before attempting to attach any new equipment to the Network.
- I) Obtain permission from WCCLS before adding workstations that will run software applications purchased by WCCLS and licensed for use at Network Users' libraries.
- J) Protect Network equipment and software from abuse, theft or misuse, and assume financial responsibility for repairing or replacing damaged equipment.
- K) Be responsible for system security by limiting access to non-public accounts to trained, authorized staff and volunteers, using individually-assigned user logon credentials, and following security protocols and procedures as directed by WCCLS to prevent unauthorized access. Examples may be password protection, encryption of sensitive information, or locking workstations when not in use.

- L) Notify WCCLS before requesting additional services, including but not limited to domain accounts, integrated library system staff or volunteer logon accounts, workstations, and staff email accounts.
- M) Notify WCCLS promptly to request that a logon or staff email account be deleted to maintain system security. For example, if a Network User terminates an employee, the Network User shall promptly request that the terminated employee be deleted.
- N) Provide an inventory of Network Hosts in Network User's facility and connected to the Public Communications Network as needed by WCCLS.
- O) Conduct an annual inventory of licenses in use by the Network User as instructed by WCCLS staff.
- P) Keep records and statistics when required by WCCLS to document system performance.
- Q) Designate at least one person as the WCCLS contact concerning use of the Network.

#### 8. CONFIDENTIALITY OF DATA

The patron and circulation records in the catalog are exempt from public disclosure pursuant to ORS 192.502(23). Network Users agree that they will not disclose patron and circulation information or patron's use of library resources and services including, but not limited to, databases, e-content and wireless access. Network Users also agree that only library staff and designated library volunteers shall have access to such records in the course of operating the system. Network Users agree to forward to WCCLS all requests for confidential data from law enforcement or other requestors in accordance with established Policies and Procedures. Network Users may use patron name and address information for library purposes as long as it is used in accordance with established Policies & Procedures.

#### 9. COST ALLOCATION FORMULA

On an annual basis, WCCLS shall calculate the Cost Allocation Formula (EXHIBIT A) based on measures of Network Users' use of the Network: integrated library system licenses, total circulation, number of titles, number of items, number of patrons, and volumes added in the fiscal year. WCCLS uses the Cost Allocation Formula to identify each Network User's percentage share of operational costs to maintain the Network if WCCLS funding ceases.

Network Users that are not signatories to the Public Library Services Agreement, chiefly Tuality Health Resource Center and Oregon College of Art and Craft, shall be responsible for ten percent of their share of the cost allocation on an annual basis. These Network Users shall be notified of Network operating costs by April 1 as determined by the Cost Allocation Formula used in EXHIBIT A "Cost Allocation Formula". These Network Users shall receive an invoice from WCCLS by April 15 for the annual cost, which shall be paid by June 30.



10. ADMISSION OF NEW NETWORK USERS THAT ARE NOT SIGNATORIES TO THE PUBLIC LIBRARY SERVICES AGREEMENT

WCCLS may admit other libraries that are not signatories to the Public Library Services Agreement to the Network if WCCLS undertakes the necessary system modification to ensure continued security and performance. Admission of new Network Users shall require unanimous approval of present Network Users and the WCCLS Executive Board. New Network Users are assessed a share of operating costs for the first year of membership as determined by the WCCLS Executive Board. The "Cost Allocation Formula" in Exhibit A applies during and after the second year.

11. DEFAULT

- A) Each of the following shall constitute a default:
  - 1. Material noncompliance with the terms of the Agreement or any policies or procedures adopted pursuant to this agreement;
  - 2. Misuse of any Network resources including, but not limited to, system operating software, hardware, or telecommunications.
  - 3. Failure to maintain system security protocols or procedures as directed by WCCLS.
- B) If a Network User or WCCLS defaults on the Agreement, WCCLS or the Network User or WCCLS, respectively, shall:
  - 1. Advise the party in writing of the alleged default and any action required to cure the default;
  - 2. Set forth a time by which the default must be cured, a minimum of thirty (30) days.
- C) If a Network User fails to cure the alleged default after WCCLS notifies the Network User of the alleged default, WCCLS may, following written notice to the Network User:
  - 1. Prohibit Network User from the use of the system;
  - 2. Take any action to cure or stop the default;
  - 3. Recover any costs, expenses or disbursements incurred by WCCLS to cure the default;
  - 4. Terminate this Agreement as regards the defaulting Network User.
- D) Notwithstanding subparagraph B, WCCLS may lock out a Network User from the system without notice in the event of an emergency involving, but not limited to, system damage or the breach of security or confidentiality of the database.

12. TERMINATION

- A) County may terminate this Agreement in its entirety or as to any individual Network User upon sixty (60) days written notice, if it determines, in good faith, through an open, public process, that:
  - 1. The public interest would be served by such termination;
  - 2. Adequate funds are not available.

- B) Each Network User may terminate this Agreement upon sixty (60) days written notice, if the Network User determines, in good faith, that the public interest in its jurisdiction or area of service would be served by such termination.
- C) County and each Network User may terminate this Agreement for a default by the other party that has not been cured.
- D) Upon termination of this Agreement as to any individual Network User, this Agreement between remaining Parties shall remain in effect.
- E) Except for termination under subparagraph A, the Network User shall be responsible for payment of any costs, expenses, or disbursements incurred by WCCLS to remove or otherwise mask Network User's data from the system on termination.

### 13. INSURANCE

- A) County and each Network User shall maintain comprehensive general liability insurance or adequate reserves in a program of self-insurance covering personal injury and property damage for the Network User, its employees and agents. The insurance coverage shall cover the minimum amount specified in ORS 30.271. For Network Users who are not units of local government, certification of insurance shall be provided to WCCLS and all such insurance coverage shall name Washington County, its officers, employees and agents as additional insureds.
- B) WCCLS shall maintain insurance adequate to cover the replacement of the central site equipment including but not limited to central hardware, telecommunications equipment and uninterruptible power supply. The insurance coverage shall be for a minimum of \$600,000.
- C) Network Users shall maintain insurance adequate to cover the replacement of the telecommunications and security equipment owned by WCCLS and housed at Network User's site.

### 14. COMPLIANCE WITH APPLICABLE LAWS

The Parties shall comply with all local, state, and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

- A) Equal Opportunity Network User shall not discriminate against its employees (including applicants for employment) on the basis of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status except in case of bona fide occupational qualifications as defined and provided by applicable federal or state law. No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be grounds for cancellation, termination or suspension of the Agreement, in whole or in part, by County.



- B) Public Contracting Statutes ORS 279B.200 through 279B.240 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference. The Contractor agrees to:
1. Make payment promptly, as due, to all persons supplying, to Contractor, labor or material for the performance of the work provided for in this Agreement;
  2. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the Agreement;
  3. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished pursuant to this Agreement; and
  4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

15. INDEMNIFICATION

Each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party. If the indemnifying party is a unit of local government, such indemnification shall be subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.302, and the Oregon Constitution.

16. DEBT LIMITATION

This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon appropriation of funds therefor.

17. INDEPENDENT CONTRACTOR

Each party is an independent contractor with respect to each other party and has no control over the work performed by the other. No party is an agent or employer of another party. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

18. NOTICE

Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

19. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

20. CAPTIONS

Captions and headings used in this Agreement are for convenience only and shall not be construed or interpreted so as to enlarge or diminish the rights or obligations of the parties hereto.

21. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement unless the result of the holding is a failure of consideration of any Party.

22. AMENDMENT

This Agreement may only be amended in writing and signed by all of the Parties.

FOR THE NETWORK USER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

FOR WASHINGTON COUNTY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

**AIS-2731**

**3. D.**

**Business Meeting**

**Meeting Date:** 06/14/2016

**Length (in minutes):** Consent Item

**Agenda Title:** AUTHORIZE THE CITY MANAGER TO SIGN AN IGA WITH TRIMET REGARDING COST SHARE OBLIGATIONS FOR NEW SIDEWALKS ALONG COMMERCIAL STREET AND PACIFIC HIGHWAY

**Prepared For:** Andrew Newbury      **Submitted By:** Carol Krager,  
Central Services

**Item Type:** Motion Requested      **Meeting Type:** Consent Agenda

**Public Hearing** No

**Newspaper Legal Ad Required?:**

**Public Hearing Publication**

**Date in Newspaper:**

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**Information**

**ISSUE**

Shall Council authorize the City Manager to enter into an intergovernmental agreement (IGA) with TriMet regarding cost share obligations for new sidewalks along SW Commercial Street and Pacific Highway?

**STAFF RECOMMENDATION / ACTION REQUEST**

Authorize the City Manager to execute the agreement.

**KEY FACTS AND INFORMATION SUMMARY**

Council reviewed the attached intergovernmental agreement (IGA) with Tri-Met on May 17, 2016 and directed staff to add it to the consent agenda for approval.

The adopted 2015-16 Capital Improvement Plan includes project #95042 – Commercial Street Sidewalk and Storm Facility (Main to Lincoln). The purpose of this project is twofold, to construct sidewalks along Commercial Street and to add a stormwater facility to treat runoff in this area. This IGA is for the sidewalk portion of the project only. The stormwater portion will be under a separate contract and managed by the City.

This project is federally funded through the Multimodal Transportation Enhance Program (MTEP) and administered through ODOT. TriMet will serve as their local agency. Two separate IGAs are moving forward:

- ODOT with TriMet to act as their local agency
- TriMet with the City of Tigard for local project delivery.

Attachment 1 is the proposed agreement between TriMet and the city. It outlines how the agencies will work together to design and build the following “City Projects”:

- Commercial St – 800 lineal feet of 8-foot sidewalk along Commercial St between Main St and Lincoln Ave under the Pacific Highway bridge. Fencing will be installed between the railroad tracks and pedestrian area.
- Commercial St Pedestrian Path – 655 lineal feet of paved pedestrian path between SW Center St and Commercial St. NOTE: City staff just recently completed a "light, quicker, cheaper" project for this pathway. However, additional work may be required on this path to meet all stormwater regulations. Staff will evaluate this as part of this project.
- SW Naeve to SW Beef Bend Rd – 510 lineal feet of sidewalk infill on Pacific Highway northbound.

The total cost for these projects is estimated to be \$1,305,000. The funding ratio is 89.73% of MTEP funds to 10.27% of City funds. MTEP funds are fixed at \$1,170,976. The City’s contribution is \$134,024 and will be funded by gas tax.

The draft agreement also covers the potential for underruns and overruns. If there are any project underruns of the local share, TriMet will pay such underruns to the City. If there are any project overruns, these costs will need to be paid by the City. Pursuant to the TriMet/ODOT IGA, TriMet and ODOT shall mutually agree to project decisions regarding design standards, design exceptions, utility relocation expenses, right of way needs, preliminary engineering changes, construction engineering charges, and contract change orders as these decisions may impact the project costs. To protect against project overruns, TriMet will delegate these decisions to City for purposes of City projects.

## **OTHER ALTERNATIVES**

Council could propose changes to the agreement or decide not to approve the agreement. Should council decide not to approve the agreement, the consequence would likely be that TriMet chooses not to fund the project.

## **COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS**

Strategic Plan Goal 1: Facilitate walking connections to develop an identity.

## **DATES OF PREVIOUS CONSIDERATION**

The council was briefed on this agreement at its May 17, 2016 meeting.

**Cost:** \$134,024

**Budgeted (yes or no):** yes

**Where Budgeted (department/program):** Transportation/Gas Tax

**Additional Fiscal Notes:**

Total project cost noted in IGA for City Projects is \$1,305,000.

The funding ratio for the City Projects is 89.73% of MTEP funds to 10.27% of City funds.

MTEP funds are fixed at \$1,170,976. The City's contribution is \$134,024.

Note: This is for the sidewalk portion of CIP project number 95042. Expected City project management and contingency costs related to this IGA are \$100,000 for a total City project cost of \$234,024. The remaining funds noted in CIP project number 95042 description sheet are for a stormwater quality facility that is not part of this IGA and will be separately managed by the City.

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**Attachments**

TriMet-City of Tigard IGA

ODOT-TriMet IGA

Sidewalk Improvement Location Exhibit

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**INTERGOVERNMENTAL AGREEMENT  
BETWEEN TRIMET AND THE CITY OF TIGARD  
FOR COST SHARE OBLIGATIONS ALONG SW COMMERCIAL STREET & 99W**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON, a mass transit district of the state of Oregon, hereinafter referred to as "TriMet", and THE CITY OF TIGARD, a municipal corporation of the state of Oregon acting by and through its Elected Officials, hereinafter referred to as "City".

**I. RECITALS**

1. TriMet and ODOT have entered into a separate binding Intergovernmental Agreement to administer ODOT Agreement No. 30684: Barbur/OR-99W Corridor Safety & Access to Transit Project ("TriMet/ODOT IGA"). The TriMet/ODOT IGA is attached hereto as Exhibit A.
2. The TriMet/ODOT IGA is a mechanism for ODOT to administer the local projects set out in that agreement. Under the TriMet/ODOT IGA, ODOT has agreed to administer and deliver the following three projects (referred to herein as "City Projects") for the City of Tigard:
  - SW Commercial St – Design and construct 800 feet on an 8-foot sidewalk along SW Commercial St under the highway structure between Main St and SW Lincoln Ave and install fence between railroad and pedestrians. Project Budget: \$900,000. Local Match: \$92,430
  - SW Commercial St - Construct pedestrian path between SW Center St and Commercial St. Project Budget: \$75,000. Local Match: \$7,703
  - SW Naeve to SW Beef Bend Rd – Design and construct sidewalk infill on 99W northbound. Project Budget: \$330,000 Local Match: \$33,891
3. TriMet is willing to sign the TriMet/ODOT IGA to facilitate construction of the local projects. However, TriMet and the City understand and agree that the City Projects are being constructed by ODOT for the benefit of the City.
4. The total cost for the City Projects is estimated to be \$1,305,000 and funded as part of the Multimodal Transportation Enhance Program (MTEP). The Funding Ratio for the City Projects is 89.73% of MTEP funds to 10.27% of City funds. MTEP funds are fixed at \$1,170,976. The City's contribution is \$134,024.
5. The Parties desire to work together and with ODOT to complete the City Projects, under the terms of this Agreement and the TriMet/ODOT IGA.
6. The Parties are authorized to enter into this Agreement pursuant to the provisions of ORS Chapter 190.

Now, therefore, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## **PARTY RESPONSIBILITIES**

### **A. City Responsibilities:**

1. City shall be responsible for funding the City Projects at the amount of the local share as set forth in the TriMet/ODOT IGA (10.27 percent, or \$134,024). These funds shall be deposited to ODOT within two fiscal years of execution of this Agreement and can be split among multiple fiscal years.
2. City shall be responsible for payment of all "Project Overruns" (as defined in the TriMet/ODOT IGA) and other costs related to the City Project.
3. City shall designate appropriate staff to the City Projects to carry out the City's responsibilities. This includes, but is not limited to, appropriate permitting staff.
4. City's Office of Public Works shall provide oversight and guidance to ODOT as needed for all activities related to the City Projects, including project management, design, right-of-way, public outreach, citizen involvement activities, engineering, permitting, utility coordination, and project construction.
5. City shall review and approve City Project plans and specifications developed by ODOT. Per the TriMet/ODOT IGA, ODOT will advertise and award a construction contract to the lowest responsible, responsive bidder, per ODOT policy.
6. City shall facilitate the processing of required permits and provide inspection services of civil and electrical work to ensure the City Projects are constructed to City standards.
7. City shall be responsible for the ownership and maintenance of the fence and pedestrian path constructed along SW Commercial St.

### **B. TriMet Responsibilities:**

1. TriMet shall work with the City to assist the City and ODOT in delivering the City Projects.
2. Pursuant to the TriMet/ODOT IGA, TriMet and ODOT shall mutually agree to project decisions regarding design standards, design exceptions, utility relocation expenses, right of way needs, preliminary engineering charges, construction engineering charges, and Contract Change Orders as these decisions may impact the Total Project Cost. TriMet delegates these decisions to City for purposes of City Projects.
3. TriMet is not responsible for payment of any costs for City Projects under this Agreement or under the TriMet/ODOT IGA. Any costs related to the City Projects will be paid by City.
4. In the event there are "Project Underruns" of the local share (as defined in the TriMet/ODOT IGA) that are returned from ODOT to TriMet, TriMet agrees to pay such underruns to the City.

## II. GENERAL PROVISIONS

1. Each party has designated a project manager as its formal representative for purposes of this Project:

Young Park  
TriMet  
1800 SW 1<sup>st</sup> Avenue, Suite 300  
Portland, OR 97201  
Phone: (503) 962-2138  
Email: parky@trimet.org

Andrew Newbury  
City of Tigard  
13125 SW Hall Blvd  
Tigard, OR 97223  
Phone: (503) 718-2472  
Email: andrewn@tigard-or.gov

The Project Managers are authorized to approve work and billings, to give notices, to execute amendments to this Agreement that do not increase the compensation, to terminate this Agreement and to carry out any other act referred to herein.

Either party may designate a different project manager by giving written notification to the other party as provided in this paragraph.

City shall appropriately authorize its officials to enter into and execute this Agreement.

2. **Relationship of the Parties.** Each of the parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one party shall be deemed to be an employee, agent or contractor of the other party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.
3. **No Third-Party Beneficiary.** Except as set forth herein, this Agreement is between the parties and creates no third-party beneficiaries. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third-parties unless third-persons are expressly described as intended to be beneficiaries of its terms.
10. **Compliance with Laws.** The parties shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement. If a Party is not in compliance with any law, regulation, executive order or ordinance, it shall take immediate steps to gain compliance.
11. **Insurance Requirements.** The parties agree to each maintain insurance or self-insurance which meets the following requirements:
  - 11.1 **Comprehensive or Commercial General Liability Insurance covering bodily injury and property damage.** This insurance shall include personal injury coverage; contractual liability coverage for the indemnity provided under this Agreement; and products/completed operations liability. Combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent. Each annual aggregate limit shall not be less than \$2,000,000, when applicable. The liability coverage required for performance of the Agreement shall include both TriMet and City as additional insureds, to the extent allowed by law. The party obtaining such



insurance shall furnish the other party with a Certificate of Insurance for the limits set out above, which is to be in force and applicable to the Work. The insurance coverage shall not be amended, altered, modified, or canceled without at least thirty (30) days prior written notice to TriMet or City, as applicable.

**11.2 Worker's Compensation.** TriMet and City, and all employers working under this Agreement, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Each party shall be responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to, retirement system contributions, Workers Compensation, unemployment taxes, and state and federal withholdings.

**12. Indemnification.** Within the limits of the Oregon Constitution and the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the parties shall hold harmless, indemnify and defend the other and its officers, directors, employees and agents from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this Agreement (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the negligent acts or omissions of the indemnitor, its officers, employees, or agents.

**13. Effective and Termination Dates.** This Agreement shall be effective upon date all required signatures are obtained and shall terminate upon completion of the City Projects by ODOT.

#### **13.1 Early Termination of Agreement.**

13.1.1 City and TriMet, by mutual written agreement, may terminate this Agreement at any time. If such early termination by the City results in money being owed to ODOT under the TriMet/ODOT IGA, City shall pay such amounts to ODOT within 30 days of demand by ODOT or TriMet.

13.1.2 Either City or TriMet may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give the other party written notice of the breach and of the party's intent to terminate. If the breaching party has not entirely cured the breach within thirty days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination. If such early termination results from a breach by the City, and results in money being owed to ODOT under the TriMet/ODOT IGA, City shall pay such amounts to ODOT within 30 days of demand by ODOT or TriMet.

**14. Remedies.** The remedies provided under this Agreement shall not be exclusive. The parties also shall be entitled to any other equitable and legal remedies that are available.

**15. Oregon Law, Dispute Resolution and Forum.** This Agreement shall be construed according to the laws of the State of Oregon. TriMet and City shall negotiate in good faith to resolve any dispute arising out of this Agreement. If the parties are unable to resolve any dispute within fourteen calendar days, the parties are free to pursue any legal remedies that may be available. Any litigation between City and TriMet arising under this Agreement or out of work performed under this Agreement shall occur, if in the

state courts, in the Multnomah City Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.

16. **Assignment.** Neither TriMet nor City shall assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the other.
17. **Severability/Survivability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken. All provisions concerning indemnity survive the termination of this Agreement for any cause.
18. **Interpretation of Agreement.** This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The Section headings contained in this Agreement are for ease of reference only and shall not be used in constructing or interpreting this Agreement.
19. **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire Agreement between the parties on the subject matter hereof and supersede all prior or contemporaneous written or oral understandings, representations or communications of every kind. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. No course of dealing between the parties and no usage of trade will be relevant to supplement any term used in this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by a party of that or any other provision.
20. **Inspection of Records.** Each of the parties shall have the right to inspect, at any reasonable time, such records in the possession, custody or control of the other party as it deems necessary for review of the other party's obligations and its rights under this Agreement. The cost of such inspection shall be borne by the inspecting party.

**IN WITNESS WHEREOF**, the parties hereto have executed this Intergovernmental Agreement.

**TRI-MET METROPOLITAN  
TRANSPORTATION DISTRICT OF OREGON**

By \_\_\_\_\_  
Daniel Blocher, Executive Director

Date \_\_\_\_\_

**CITY OF TIGARD**, by  
and through its elected officials

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Auditor

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY FOR TRIMET**

By: \_\_\_\_\_

Lance Erz, Deputy General Counsel

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY FOR CITY**

By: \_\_\_\_\_

City Attorney

Date \_\_\_\_\_

**DRAFT: February 12, 2016**

**NOTE: REVISIONS TO THIS AGREEMENT ARE ONLY ALLOWED IN YELLOW HIGHLIGHTED AREAS**

**LOCAL AGENCY AGREEMENT  
MULTIMODAL TRANSPORTATION ENHANCE PROGRAM (MTEP)  
Project Name Barbur/OR-99W Corridor Safety & Access to Transit**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and TriMet, acting by and through its Board of Directors, hereinafter referred to as "Agency"; both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. OR 99W and a portion of SW Barbur Boulevard are a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). A portion of SW Barbur Boulevard (not part of the OR99W route system), SW Hooker Street, SW Lane Street, SW Naito Parkway; SW 19<sup>th</sup> Street and SW 53<sup>rd</sup> Avenue are all a part of the city street system under the jurisdiction and control of the City of Portland. SW Commercial Street, SW Naeve Street, and SW Durham Road are all a part of the city street system under the jurisdiction and control of the City of Tigard. SW Beef Bend Road, SW Cipole Road, and SW Bull Mountain Road are all a part of the county road system under the jurisdiction and control of Washington County.
3. Agency has agreed that ODOT will oversee this project on behalf of the Agency.

**NOW THEREFORE** the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**DEFINITIONS**

1. "Contract Award" means the issuance of a Notice to Proceed (NTP) to the construction contractor.
2. "Funding Ratio" means the relationship between MTEP funds and Total Project Cost and Other Funds. This ratio is established at the time the agreement is executed and does not change during the course of the project. The ratio governs the obligation of MTEP funds at the time of construction/consultant award or Project Closeout.
3. "Match" means the minimum amount State or Agency must contribute to match the federal aid funding portion of the project.

4. "MTEP" means Multimodal Transportation Enhance Program and may be funded by a combination of federal and state funds. "Other Funds" means other funding required to complete the project including but not limited to state, federal, and agency funds.
5. "Other Funds" means other funding required to complete the project including but not limited to state, federal, and agency funds.
6. "Project Closeout" means project is ready to close as there are no more expenditures associated with project.
7. "Project Overruns" means the final cost estimate at Contract Award exceeds the estimated Total Project Cost estimate in this Agreement, or the final actual project costs exceed the final cost estimate at Contract Award.
8. "Project Underrun" means the final cost estimate at Contract Award is below the estimated Total Project Cost in this Agreement, or the final actual project costs are below the final cost estimate at Contract Award. Total Project Cost means the estimated amount as show in this Agreement. This amount will include MTEP funds, local matching funds, and other funds as required to complete project as stated in this Agreement.

## TERMS OF AGREEMENT

1. Under such authority, Agency and State agree to State delivering the "Barbur/OR-99W Corridor Safety & Access to Transit" project on behalf of Agency, hereinafter referred to as "Project" and as further defined below. The location of the Project is approximately as shown on the map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
2. The Project Description and Deliverables are as follows:
  - a. Description: Design, acquire right-of-way for, and construct modifications to improve safety, access to transit, and active transportation through improvements such as sidewalk infill, enhancing existing bus stops, and bus activated extended green time at multiple signals.
  - b. Deliverables:
    - SW Barbur Blvd – City of Portland portion:
      - SW Hooker St – Design and construct sidewalk infill
      - SW Lane St and SW Naito Pkwy – Design and construct an enhanced pedestrian crossing at the intersection of Barbur Blvd and Lane/Naito Parkway
    - SW Barbur Blvd – ODOT portion:
      - SW 19<sup>th</sup> Ave – Design and construct sidewalk infill
      - SW 53<sup>rd</sup> Ave – Design and construct sidewalk infill, install shared bike/ped

facility, and include drainage, as appropriate

- OR 99W :
  - SW Commercial St – Design and construct 800 feet of an 8-foot sidewalk along SW Commercial St under the highway structure between Main Street and SW Lincoln Avenue and install fence between railroad and pedestrians
  - SW Commercial St – Construct pedestrian path between SW Center Street and Commercial Street
  - SW Naeve St to SW Beef Bend Rd – Design and construct sidewalk infill on 99W northbound
  - SW Bull Mountain Rd (NB) – Design and construct sidewalk infill, excavate hillside, construct retaining wall, install bus shelter and pad, and address drainage, as appropriate
  - SW Bull Mountain Rd (SB) – Design and construct sidewalk infill, install bus pad and adjust guardrail
  - Transit Signal Priority – Add priority and operations treatments at intersections between I-5 and Durham Rd (Signal priority at up to 16 locations, operations treatments at up to 6 locations)
- Construct retaining walls and drainage improvements as appropriate

3. Both Parties agree that an amendment to this Agreement is required if any changes are made to the Project as described in Project Description and Deliverables above.
4. The Project shall be conducted as a part of the Multimodal Transportation Enhance Program (MTEP) with funds provided under Title 23, United States Code and may include a combination of federal and state funds. The Total Project Cost is estimated at \$3,605,000, which is subject to change. MTEP federal and state funding for this Project shall be limited to \$3,234,766. Agency shall be responsible for all remaining costs, including 10.27 percent match for all MTEP eligible costs, and any non-participating costs, and all costs in excess of the available federal or state funds.
5. The Funding Ratio for this Project is 89.73% of MTEP funds to 10.27% Agency funds and applies to Project Underruns. The Funding Ratio for this Project does not apply in the case of Project Overruns.
6. If, at the time of Contract Award or Project Closeout, the Project Underruns the estimated Total Project Cost in this Agreement, MTEP funding and Other Funds will be obligated proportionally based on the Funding Ratio. Any unused MTEP funds, will be retained by State, and will not be available for use by Agency for this Agreement or any other projects.



7. Project Overruns which occur at the time of Contract Award, and or at the time of Project Closeout are the responsibility of the Agency.
8. Project decisions regarding design standards, design exceptions, utility relocation expenses, right of way needs, preliminary engineering charges, construction engineering charges, and Contract Change Orders, as applicable shall be mutually agreed upon between the Agency and the State, as these decisions may impact the Total Project Cost. However, State may award a construction contract at ten (10) percent (%) over engineer's estimate without prior approval of Agency.
9. State will submit the requests for federal funding to Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed prior to acceptance by FHWA or outside the scope of work will be considered nonparticipating and paid for at Agency expense.
10. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
11. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
12. This Agreement may be terminated by mutual written consent of both Parties.
13. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If Agency fails to provide payment of its share of the cost of the Project.
  - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.

- 14a. Information required by 2 CFR 200.331(a), except for (xiii) Indirect cost rate, shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by ODOT to Agency with the Notice to Proceed.
- b. The indirect cost rate for this project at the time the agreement is written is zero percent.
15. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
16. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.
17. Agency, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to FHWA, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
18. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
19. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
20. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
21. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached Exhibits will control over Project application and documents provided by Agency to State. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties

and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

22. State Contact for this Agreement is Kelly Brooks, Interim Policy and Development Manager, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

23. Agency's Contact for this Project is Neil McFarlane, TriMet General Manager, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

***SIGNATURE PAGE TO FOLLOW***

This Project is in the 2015-2018 Statewide Transportation Improvement Program (STIP), (Key #18838) that was adopted by the Oregon Transportation Commission on December 18, 2014.

**TRIMET**, by and through its elected officials

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Agency Counsel

Date \_\_\_\_\_

**Agency Contact:**

Neil McFarlane  
1800 SW 1<sup>st</sup> Avenue, Suite 300  
Portland, OR 97201  
503.962.7505  
administration@trimet.org

**State Contact:**

Kelly Brooks, Interim Policy and  
Development Manager  
123 NW Flanders Street  
503.731.3087  
Kelly.BROOKS@odot.state.or.us

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Highway Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 1 Enhance Program Mgr.

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 1 Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_

## EXHIBIT A – Project Location Map



**EXHIBIT B – MAINTENANCE RESPONSIBILITIES ON ODOT FACILITIES  
Barbur/OR-99W Safe Access to Transit Project**

TriMet is responsible for the ownership and maintenance of the following improvements installed and/or constructed within the project limits of the project.

SW Hooker Street:	Bus Stop
Commercial Street:	Fence and pedestrian path
Bull Mountain Rd:	Retaining wall, bus shelter, retaining pad
Corridor-wide:	Bus stop location improvements



**ATTACHMENT NO. 1 to Agreement No. 30684  
SPECIAL PROVISIONS**

1. State, or State's consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, foundation explorations, hydraulic studies, assist with acquisition of necessary right of way and easements; obtain all required permits and arrange for all utility relocations/adjustments. State or the consultant shall conduct all work components necessary to complete the Project.
2. Upon State's award of the construction contract, State, or State's consultant, shall be responsible for all required materials testing and quality documentation; and prepare necessary documentation with ODOT-qualified personnel, and State will make all contractor payments. Contract administration, construction engineering and inspection will follow the most current version of the ODOT Construction Manual and the ODOT Inspector's Manual.
3. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.
4. State will perform work throughout the duration of the Project and shall provide a preliminary estimate of State costs for this work. Prior to the start of each Project phase State shall provide an updated estimate of State costs for that phase. Such phases generally consist of Preliminary Engineering, Right of Way, Utility, and Construction. Agency understands that State's costs are estimates only and agrees to reimburse State for actual cost incurred per this Agreement.
5. State and Agency agree that the useful life of this Project is defined as **(20 years)**.
6. Agency grants State the right to enter onto Agency property for the performance of duties as set forth in this Agreement.
7. Both Parties agree to enter into separate agreement(s) with the City of Portland, City of Tigard, and Washington County prior to construction of this Project for the purpose of obtaining permission from all agencies for State to perform the work on their facilities and to address any future maintenance of the Project improvements constructed on their facilities. **Construction of this Project shall not proceed without full execution of said separate agreement(s).**
8. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach. Agency will be ineligible to receive or apply for any Title 23, United States Code funds until State receives full reimbursement of the costs incurred.

9. Agency agrees to accept all maintenance responsibilities, at its own expense, for all bus stop improvements, including lighting, as listed in Exhibit B. Agency shall ensure that the power company for said lighting sets up its billing in Agency's name and will bill Agency for all costs at no expense to State.
10. Prior to commencement of construction, State and Agency shall review the locations of improvements to be constructed in the Project, and if further clarification of maintenance responsibilities is warranted, the Parties shall enter into a separate maintenance agreement
11. To the extent permitted by Article XI, Section 7 and Section 10 of the Oregon Constitution and by the Oregon Tort Claims Act, Agency shall indemnify, within the limits of the Tort Claims Act, State against liability for damage to life or property arising from Agency's activities under this Agreement, provided that Agency will not be required to indemnify State for any such liability arising out of the wrongful acts of employees or agents of State.

## **ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS**

### **PROJECT ADMINISTRATION**

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. State or its consultant, with Agency involvement shall, if necessary, appoint and direct the activities of a Citizen's Advisory Committee and/or Technical Advisory Committee, conduct a hearing and recommend the preferred alternative. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. State will provide or secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. A State-approved consultant may be used to perform preliminary engineering, right of way and construction engineering services.

### **PROJECT FUNDING REQUEST**

4. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. State, the consultant or Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

### **FINANCE**

5. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind

contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or vendor, using criteria 2 CFR 200.330.

6. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the Local Agency Guidelines Manual that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State.
7. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
  - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
  - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
  - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.
9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.

10. Agency shall follow the requirements stated in the Single Audit Act. Agencies expending \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, shall have a single organization-wide audit conducted in accordance with the Single Audit Act of 1984, PL 98-502 as amended by PL 104-156 and subject to the requirements of 49 CFR Parts 18 and 19. Agencies expending \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014 shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Agencies expending less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials based on the records retention period identified in the Project Agreement. The cost of this audit can be partially prorated to the federal program.
11. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
12. Agency shall present invoices for one hundred (100) percent of actual costs incurred by Agency on behalf of the Project directly to State's Liaison for review, approval and reimbursement to Agency. Costs will be reimbursed consistent with federal funding provisions and the Project Agreement. Such invoices shall identify the Project by the name of the Project Agreement, reference the Project Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than one-month duration, based on actual expenses to date. All invoices received from Agency must be approved by State's Liaison prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of the Federal-Aid Policy Guide (FAPG), Title 23 CFR parts 1.11, 140 and 710. Final invoices shall be submitted to State for processing within forty-five (45) days from the end of each funding phase as follows: a) preliminary engineering, which ends at the award date of construction b) last payment for right of way acquisition and c) contract completion for construction. Partial billing (progress payment) shall be submitted to State within forty-five (45) days from date that costs are incurred. Invoices submitted after 45 days may not be eligible for reimbursement by FHWA. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the Project Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period ending on the later of six (6) years following the date of final voucher to FHWA or after resolution of any disputes under the Project Agreement. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (2 CFR 200.333(c)).
13. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:
  - a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State

will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.

- b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.

- 14. State shall, on behalf of Agency, maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.
- 15. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the actual total cost of the Project has been computed, State shall furnish Agency with an itemized statement of final costs. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the total cost of the Project.

## **STANDARDS**

- 16. Agency and State agree that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). State or the consultant shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version) or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. State or the consultant may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
- 17. Agency agrees that if the Project is on the Oregon State Highway System or State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.
- 18. State and Agency agree that for all projects on the Oregon State Highway System or State-owned facility any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. State and Agency further agrees that for all projects on the NHS, regardless of funding source; any



design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retains authority for their approval. FHWA shall review any design exceptions for projects subject to Focused Federal Oversight and retains authority for their approval.

19. Agency agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. State or the consultant shall, on behalf of Agency, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.
20. The standard unit of measurement for all aspects of the Project shall be English Units. All Project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.

## **PRELIMINARY & CONSTRUCTION ENGINEERING**

21. Preliminary engineering and construction engineering may be performed by either a) State, b) State-approved consultant, or c) certified agency. Engineering work will be monitored by State or certified agency to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, b) State-approved consultant or c) certified agency. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State shall, offer Agency the opportunity to review and approve the documents prior to advertising for bids.
22. Agency may request State's two-tiered consultant selection process as allowed by OAR 137-048-0260 to perform architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects. Use of the State's processes is required to ensure federal reimbursement. State will award and execute the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, 2 CFR part 1201, ORS 279A.055, 279C.110, 279C.125, OAR 137-048-0130, OAR 137-048-0220(4) and State Personal Services Contracting Procedures as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the consultant prior to receiving authorization from State to proceed.
23. The party responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
24. State or certified agency shall prepare construction contract and bidding documents, advertise for bid proposals, and award all construction contracts.

25. Upon State's or certified agency's award of a construction contract, State or certified agency shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's Manual of Field Test Procedures, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
26. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

#### **REQUIRED STATEMENT FOR United States Department of Transportation (USDOT) FINANCIAL ASSISTANCE AGREEMENT**

27. By signing the Federal-Aid Agreement to which these Federal Standard Provisions are attached, Agency agrees to adopt State's DBE Program Plan, available at [http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/pages/sbe/dbe/dbe\\_program.aspx#plan](http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/pages/sbe/dbe/dbe_program.aspx#plan). Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. Agency agrees to take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. State's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Project Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Project Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 United States Code (USC) 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

#### **Disadvantaged Business Enterprises (DBE) Obligations**

28. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

*"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."*

29. State and Agency agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
30. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work

including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 24 and 26; , 2 CFR 1201; Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

## **RIGHT OF WAY**

31. State and the consultant, if any, agree that right of way activities shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24. State, at Project expense, shall review all right of way activities engaged in by Agency to ensure compliance with all laws and regulations.
32. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or the consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the *ODOT Right of Way Manual*, and with the prior approval from State's Region Right of Way office.
33. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be created by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each Party. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be responsible for coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through State's Liaison, who will forward the request to State's Region Right of Way office on all projects. State or the consultant must receive written authorization to proceed from State's Right of Way Section prior to beginning right of way activities. All projects must have right of way certification coordinated through State's Region Right of Way office to declare compliance and project readiness for construction (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on a project). State's Liaison shall contact State's Region Right of Way office for additional information or clarification on behalf of Agency.
34. Agency agrees that if any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
35. State or the consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.

36. State and Agency grants each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

## **RAILROADS**

37. State or Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others. Agency may request State, in writing and, at Project expense, to provide railroad coordination and negotiations through the State's Utility & Railroad Liaison on behalf of Agency. However, State is under no obligation to agree to perform said duties.

## **UTILITIES**

38. State, the consultant, or Agency shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. State, the consultant or Agency shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility & Railroad Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

## **GRADE CHANGE LIABILITY**

39. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
40. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
41. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by the Project Agreement.

## **MAINTENANCE RESPONSIBILITIES**

42. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of

the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

## **CONTRIBUTION**

43. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
44. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
45. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

## **ALTERNATIVE DISPUTE RESOLUTION**

46. The Parties shall attempt in good faith to resolve any dispute arising out of this Project Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

## **WORKERS' COMPENSATION COVERAGE**

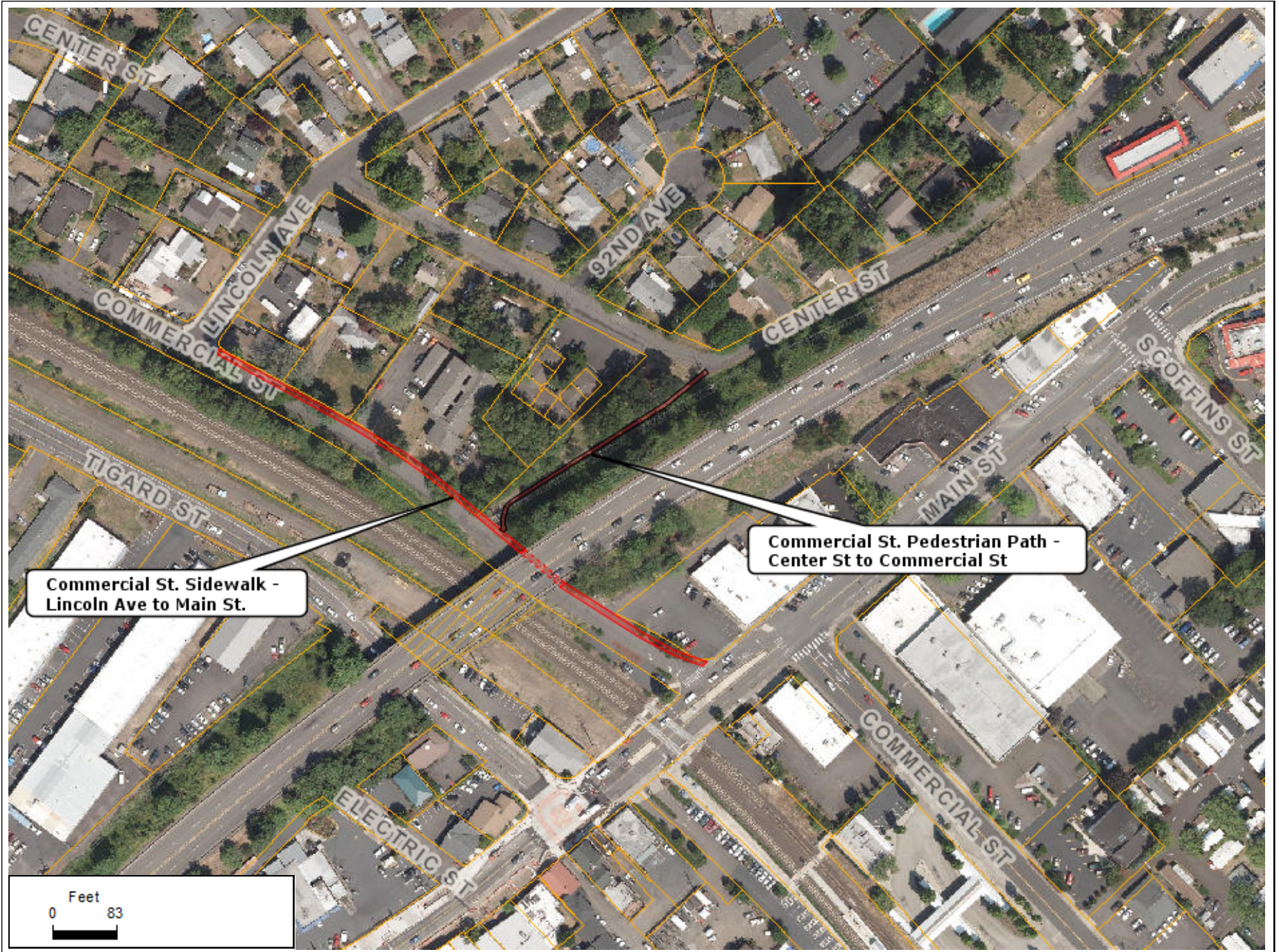
47. All employers, including Agency, that employ subject workers who work under this Project Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be included. State and Agency shall ensure that each of its contractors complies with these requirements.

## **LOBBYING RESTRICTIONS** – pursuant to Form FHWA-1273, Required Contract Provisions

48. Agency certifies by signing the Project Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.









**AIS-2741**

**3. E.**

**Business Meeting**

**Meeting Date:** 06/14/2016

**Length (in minutes):** Consent Item

**Agenda Title:** CONSIDER RESOLUTION SETTING ANNUAL  
STIPEND FOR MAYOR AND COUNCIL

**Submitted By:** Toby LaFrance, Finance  
and Information  
Services

**Item Type:** Resolution

**Meeting Type:** Consent  
Agenda

**Public Hearing** No

**Newspaper Legal Ad Required?:**

**Public Hearing Publication**

**Date in Newspaper:**

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**Information**

**ISSUE**

Shall council pass a resolution establishing Mayor and Council compensation which supersedes Resolution 15-26?

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommends approving the resolution.

**KEY FACTS AND INFORMATION SUMMARY**

Compensation is supposed to be addressed annually per City Charter and Tigard Municipal Code.

During a public Budget Committee meetings the Budget Committee discussed and approved the Proposed Budget. The budget approved by the Budget Committee on May 9, 2016 includes a stipend increase for Mayor and Council of 0.7% commensurate with non-represented staff COLA, and maintains an automobile allowance and city-paid technology for city business.

**OTHER ALTERNATIVES**

Do not pass the resolution and maintain current compensation for Mayor and Council.

**COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS**

**DATES OF PREVIOUS CONSIDERATION**

April 20 & 25 and May 2 & 9, 2016 during Budget Committee public hearings.

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**Fiscal Impact**

**Cost:** \$481

**Budgeted (yes or no):** Yes

**Where Budgeted (department/program):** City Council

**Additional Fiscal Notes:**

The 0.7% Cost of Living Increase for Council will raise the annual stipend for the four Councilors by \$41 each from \$5,880 to \$5,921. The Mayor will have an annual increase of \$317 from \$45,285 to \$45,602. As outlined in the resolution, the Mayor receives a larger stipend for the additional duties performed as Mayor. The total annual cost of the increases for Mayor and Council is \$481.

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**Attachments**

Resolution

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CITY OF TIGARD, OREGON  
TIGARD CITY COUNCIL  
RESOLUTION NO. 16-

A RESOLUTION ESTABLISHING MAYOR AND COUNCIL COMPENSATION WHICH SUPERSEDES RESOLUTION NO 15-26.

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WHEREAS, the City Council is charged by City Charter Section 11 and by the Municipal Code Section 2.44.010 with responsibility to set annually the amount of compensation for the appointed or elected officers of the City ; and

WHEREAS, the budget was approved by the Budget Committee in a public meeting on May 9, 2016, including pay increases; and

WHEREAS, except where contracts are currently being negotiated, city staff will receive a cost of living adjustment of 0.7% in FY 2017; and

WHEREAS, Tigard Municipal Code 2.22 states that the purpose of Mayor and Council compensation is for attendance at regularly scheduled meetings of the city council and meetings for an intergovernmental board, committee, or agency; and

WHEREAS, the City Council recognizes that the Mayor has important duties over and above regular City Council duties and liaison assignments, including: attendance at meetings of committees, governmental bodies and stakeholders relating to regional decisions; and the regular involvement of an elected official to connect with citizens, businesses, and property owners on city issues.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The annual stipend for the Council Members, other than the Mayor, shall be \$5,921.

SECTION 2: The annual stipend for the Mayor shall be \$45,602.

SECTION 3: Mayor and Council will each receive an automobile stipend of \$275 per month.

SECTION 4: Mayor and Council are eligible for city paid technology for city business purposes; including a cell phone stipend or a city cell phone.

SECTION 5: Mayor and Council are eligible to participate in the City's health insurance benefit plans offered to City employees.

SECTION 6: Mayor and Council are expected to abide by the Council Rules, and make best efforts to attend City Council meetings, and perform liaison, committee, board and other responsibilities assigned by the City Council.

SECTION 7: It is the expectation of the City Council that the assignments given to the Mayor, over and above the usual and customary assignments, will require an average of twenty (20) hours each week.

- SECTION 8: Should the duties of the Mayor average less than 20 hours per week, the stipend may be adjusted downward with the approval of the Mayor and City Council.
- SECTION 9: The Mayor shall submit regular reports to the City Council summarizing activities and reporting on issues and outcomes and time required for each area of activity.
- SECTION 10: Renewal of the provisions of this resolution pertaining to the additional responsibilities and compensation for the Mayor shall be deliberated during the City's budget process each fiscal year.
- SECTION 11: Consideration on the amount of compensation and benefits to City Council members shall be deliberated during the budget process for each fiscal year.
- SECTION 12: This resolution is effective July 1, 2016.

PASSED: This \_\_\_\_\_ day of \_\_\_\_\_ 2016.

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Mayor - City of Tigard

ATTEST:

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City Recorder - City of Tigard

**AIS-2743**

**3. F.**

**Business Meeting**

**Meeting Date:** 06/14/2016

**Length (in minutes):** 5 Minutes

**Agenda Title:** CONSIDER RESOLUTION OF APPRECIATION FOR TIGARD  
HIGH SCHOOL ENVOY SHAINA AZBARI

**Submitted By:** Carol Krager, Central Services

**Item Type:** Motion Requested  
Resolution

**Meeting Type:** Council  
Business  
Meeting -  
Main

**Public Hearing:** No

**Publication Date:**

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**Information**

**ISSUE**

Shall council approve a resolution acknowledging and commending Shaina Azbari for her service as Tigard High School Envoy to the City of Tigard?

**STAFF RECOMMENDATION / ACTION REQUEST**

Motion to approve resolution.

**KEY FACTS AND INFORMATION SUMMARY**

Associated Student Body President Shaina Azbari has performed as the Tigard High School Student Envoy to the City Council by attending Council meetings and reporting on school activities and milestones.

Her monthly communications have kept the City Council aware of youth activities and achievements and informed them of the compassion and interest Tigard High students have and their desire to help others through fundraisers.

At the end of the school year Council traditionally presents the envoy with a resolution recognizing their accomplishments as liaison to the Tigard City Council.

**OTHER ALTERNATIVES**

N/A

**COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS**

**DATES OF PREVIOUS COUNCIL CONSIDERATION**

N/A

Attachments	
<u>Resolution</u>	



**CITY OF TIGARD, OREGON  
TIGARD CITY COUNCIL  
RESOLUTION NO. 16-**

A RESOLUTION ACKNOWLEDGING AND COMMENDING SHAINA AZBARI FOR HER SERVICE AS TIGARD HIGH SCHOOL STUDENT ENVOY TO THE CITY OF TIGARD

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WHEREAS, the Tigard City Council desires to connect with students in schools to improve communications and relationships; and

WHEREAS, City of Tigard elected officials appreciated the monthly student activity updates from Tigard High School Envoy Shaina Azbari; and

WHEREAS, the activities coordinated by Tigard High Associated Student Body President Shaina Azbari and her fellow student leaders benefitted students and the Tigard community.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The City of Tigard Council and staff members hereby convey their gratitude to Shaina Azbari for her exemplary service as Tigard High School Student Envoy to the City of Tigard.

SECTION 2: The City of Tigard Council and staff members hereby extend congratulations and wishes for future health and success to Shaina Azbari.

SECTION 3: This resolution is effective immediately upon passage.

PASSED: This \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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Mayor - City of Tigard

ATTEST:

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City Recorder - City of Tigard

**AIS-2523**

**4.**

**Business Meeting**

**Meeting Date:** 06/14/2016

**Length (in minutes):** 10 Minutes

**Agenda Title:** DISCUSSION OF UPCOMING CONTRACTS AND PURCHASES

**Prepared For:** Joseph Barrett

**Submitted By:** Carol Krager,  
Central  
Services

**Item Type:**

**Meeting Type:** Council  
Business  
Meeting -  
Main

**Public Hearing**

**Newspaper Legal Ad Required?:**

**Public Hearing Publication**

**Date in Newspaper:**

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**Information**

**ISSUE**

A discussion of an upcoming proposed purchase of new police vehicles and proposed contract for water quality testing services.

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff is seeking Council direction on any additional information or direction they would like to see in preparation of an award decision for the proposed purchase and contract.

**KEY FACTS AND INFORMATION SUMMARY**

**Police Vehicles**

Every year, the Police Department (PD) reviews its vehicle inventory with Fleet. In order to maintain vehicles efficiently and economically, each vehicle type is evaluated based on a set of criteria: mileage, lifecycle replacement year, and maintenance costs inception to date. For patrol vehicles, this is 75,000 miles and four years of service and for detective vehicles this is 75,000 and six years of service. In both cases operation and maintenance costs are taken into consideration as well. As part of the Police Department's FY 2016-17 approved base budget, Police intends to purchase six (6) vehicles.

Three (3) Ford Crown Victorias (2009 (1) and 2010 (2) models) in the patrol fleet and one (1) 2011 Chevy Tahoe will be replaced with 2017 Police Interceptor Ford Explorers. PD will also

replace one (1) service vehicle, a 2007 Chevy Blazer. Service vehicles are unmarked and purposefully not all the same make and model. This allows them to be used in an undercover or covert capacity in a way that marked patrol car cannot.

In collaboration with Fleet, the PD has been in the process over the past several budget cycles to standardize the patrol fleet by shifting entirely to Ford Explorers. There are economies of scale in terms of initial outfitting, as well as ongoing operations and maintenance by shifting to a more uniform patrol fleet. The Ford Explorer has worked well in this capacity as it allows officers to navigate more safely in all types of weather and has greater space for guns and other police equipment. Ingress and egress is much easier for officers which reduces lower back injuries and increases officer safety.

In addition, the PD will expand its patrol fleet by one (1) Ford Explorer. That is, one vehicle will be purchased without replacing an older vehicle. The expansion was originally planned to alleviate wear and tear on the existing patrol fleet as many vehicles are currently driven seven days a week. The additional vehicle will also help to accommodate the three (3) new patrol officers that have been identified in the FY 2016-17 Approved Budget process. The patrol fleet will be evaluated again next year where it is anticipated that at least one more inventory expansion will be needed next year to fully accommodate staff expansion.

As with the majority of the vehicles in the city's fleet, these vehicles will be purchased through an existing State of Oregon contract with Landmark Ford that is open to a permissive cooperative purchases. This manner of purchase assures the city receives competitive pricing via bulk volume and saves the city the cost and time of preparing a formal solicitation that would likely lead to higher pricing.

The estimated cost of the vehicles is \$151,260 for the five Ford Explorers (\$30,252/each) and an estimated \$30,000 for the yet to be identified vehicle to replace the service Chevy Blazer. The total cost for the purchase of the vehicles is anticipated to be \$181,260.

### **Water Quality Testing Services**

The city has the need for a contractor to provide analytical services related to water quality testing. The Contractor will provide specified laboratory services within the appropriate or required turnaround times. The Contractor shall assure the accuracy and precision of laboratory results related to the work performed. The major tasks of this work shall be as follows:

1. Analysis in accordance with the Oregon Environmental Laboratory Accreditation Program
2. Reporting within six calendar days of sample collection.

The city issued a Request for Proposal for the work in late April 2016. Upon closing, the city received proposals from three firms. The firms, and their scores from the evaluation team (out of 300) are as follows:

- Alexin Analytical (290)

- Eurofins Eaton Analytical (281)
- ALS Analytical (245)

As Alexin Analytical was determined to best meet the current needs of the city for this project, staff will be recommending Alexin receive the contract award from the Local Contract Review Board. Alexin has been the city's contractor for this work under the previous contract as well. The contract will be for an estimated \$45,000 each year for possibly five years. The total cost is not anticipated to exceed \$225,000 over the life of the contract.

Staff is seeking any addition information the Local Contract Review Board may like to see in advance of the contract award presentations for these projects. Staff also asks that the Local Contract Review Board consider the future award action on the consent agenda to free up meeting space and time if no further information is requested.?

## **OTHER ALTERNATIVES**

## **COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS**

## **DATES OF PREVIOUS CONSIDERATION**

This is the first time the Local Contract Review Board has seen the proposed purchase for vehicles or contract for water quality testing services.

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### **Fiscal Impact**

**Cost:** See Below

**Budgeted (yes or no):** Yes

**Where Budgeted (department/program):** Multiple

#### **Additional Fiscal Notes:**

The anticipated cost of the purchase of the police vehicles is \$181,260 and funds are appropriated in the the Police approved FY 2017 budget.

The anticipated total cost of the water quality testing services contract is \$225,000 over the potential life of the contract and is annually included in the Water Operations budget.

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### **Attachments**

*No file(s) attached.*

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**AIS-2736**

**5.**

**Business Meeting**

**Meeting Date:** 06/14/2016

**Length (in minutes):** 15 Minutes

**Agenda Title:** Informational Public Hearing: LCRB Consideration of Public Contracting Exemption for the Civic Center Visioning Study Project

**Prepared For:** Joseph Barrett

**Submitted By:** Carol Krager, Central Services

**Item Type:** Motion Requested  
Public Hearing -  
Informational

**Meeting Type:** Council  
Business  
Meeting -  
Main

**Public Hearing**

**Newspaper Legal Ad Required?:**

**Public Hearing Publication** 05/27/2016

**Date in Newspaper:**

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**Information**

**ISSUE**

Shall the Local Contract Review Board grant an exemption from the formal competitive process under Public Contracting Rule 10.110 (Individual Exemptions) for a contract with MWA Architects for the Civic Center Visioning Study project.

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommends the Local Contract Review Board approve the exemption based on the findings below and direct staff to enter into a direct appointment-let contract for the work with MWA Architects.

**KEY FACTS AND INFORMATION SUMMARY**

The city needs a consultant team to study alternatives for growth, projected use of and placement of a City-owned Civic Center. The city owns and is a tenant on many properties, some adequate for their use, others inadequate in size or location for their function and operations. This work will be used to determine what services and staff will be located on the proposed Civic Center site. The scope also includes studying the potential inclusion of a future recreation center and performing arts center. The planning process is intended to be comprehensive and lead to adoption of a Civic Center Visioning Plan that will provide the framework for a 2017 bond measure. The plan will also inform facilities planning for 20

years. The final report will incorporate cost estimates, including associated infrastructure, for recommended future Civic Center facilities. Work tasks under the proposed contract include:

- Review and confirm existing data/reports
- Recommendations to maximize city functions on the proposed Civic Center site, given projected patterns of growth, best practices and anticipated changes in the way cities deliver services. Supportive information for a preferred alternative will include research, best practices precedents from other/like cities, survey feedback from existing residents and financial data to support findings and recommendations
- Engage City staff for input on needs, standards, and priorities
- Service Analysis: The city is looking to the selected consultant to research trends and anticipated changes in delivery of services related to future growth, citizen expectations, and technological advances
- Incorporate issues identified with the Building Conditions Assessment (done under separate contract with Facilities) into the proposal. These will include long-term operational risks of maintaining City-owned facilities at their current locations (e.g. building deficiencies, hazards, seismic analysis, O&M, life cycle costs, accessibility, need and potential for expansion or renovation)
- Identify any natural or man-made hazards of siting the proposed Civic Center facilities at the current town hall location. (e.g. floodplain, seismic/liquefiable soils, hazardous material storage, steep slope/landslide, wild land fire, security risks)
- Identify strategies that will maximize the continuity of operations for City-owned facilities. (e.g. relocate outside of hazard areas, seismic retrofit, backup power, risk mitigation measures)
- Include opportunities for purchase of adjacent properties
- Provide phasing opportunities for city staff based on the findings of the visioning plan. Include opportunities for Urban Renewal efforts with small business owners
- Develop and implement a stakeholder engagement plan during the planning process (expand to include check-ins, drafts and interaction with internal city stakeholder committee and citizens)
- Once a preferred path forward is identified, assist with a public relations strategy for the city to achieve public support of a major bond measure
- Presentation of proposed plan to City Council

Under Tigard's Public Contracting Rule (PCR) 10.110, the Local Contract Review Board may exempt particular contracts, either by class or on an individual basis, from formal competitive process requirements. Due to the nature of this project and the lack of a successful proposer generated under a previous Qualification-based Request for Proposal, staff is seeking an exemption be declared for this particular contract to keep the work moving. The following are key facts regarding the proposed project and the exemption declaration as required under PCR 10.110:

- **Project Name:** Civic Center Visioning Project (CIP #91020 - Citywide Facilities Plan)
- **Budget:** FY 16 Adopted = \$300,000 (\$295,000 for design and engineering, \$5,000 for internal project management). The city's Proposed FY 17 budget, as approved by Budget Committee, increases this amount to \$350,000 with a split of \$300,000 for design

and engineering and \$50,000 for internal project management, with the majority of work to occur in FY17.

- **Previous Formal Competitive Process Efforts for the Project:** A formal Qualification-based Request for Proposals (QBS) was issued in January of this year. A well attended pre-proposal meeting was held and staff fielded a multitude of questions from interested firms as well as provided additional information on the project. Upon closing however, the city only received one proposal and that was deemed non-responsive as the approach was significantly different than the preferred city approach. The city heard from a number of consultants that were expected to submit proposals that the nature of this project did not lead well to a formal QBS approach but rather a direct, team-building approach was the more traditional approach. Time and the accelerated schedule also provided issue for a few of the consultants.
- **Proposed Alternative Contracting Practice to be Employed:** Under an exemption from a formal competitive process staff will contract directly with an architectural firm to "build a team" of consultants to best deliver this project to the city. This is along the lines of what we hear from a number of the prospective consultants as a traditional approach to such work.
- **Cost Savings Anticipated from Exemption:** Staff anticipated cost savings under this approach not only from not running a full QBS process a second time but also from eliminating the possibility that such a process may once again lead to no contract. Time is of the extreme essence for this for this work. If the city is to have any chance of a November 2017 ballot for a facilities bond, the information must be finalized before next spring. Entering into a contract under the exemption declaration will provide the stabilization for a contract to be generated with just enough time to complete the work. If a QBS was carried out and no consultant selected, the city would have little to no chance of meeting the required timeframe.
- **Estimated Contract Execution Date:** If the exemption is granted on June 14, 2016, staff anticipates a contract for the work will be executed no later than June 20, 2016.

Under the exemption, the city would enter into a direct appointment-let agreement with MWA Architects for the project. MWA Architects is a collaborative design practice with a firmly held belief that innovative design is inherently sustainable and enriches the community. Since the firm's founding in 1988, MWA Architects has gained a national reputation for integrating urban design and community participation into public facility, housing, and community revitalization projects. With more than 25 years of experience working with neighborhood groups, public agencies and not-for-profit clients, MWA understands that we are not just providing a built environment, but creating livable communities which reflect the specific values and concerns of those living and working in them.

Jeff McGraw will be leading the team of professionals in working with the city in visioning a new Civic Center at the Hall Boulevard site. Mr. McGraw will identify and hire key team members to provide input as it relates to programming needs, environmental and land use concerns, transportation needs, and public involvement. He will also be overseeing the hiring and work of a secondary consulting team that will help inform the basis of design. These team members will include mechanical, electrical, structural and civil engineers, cost



consultant, sports and parking consultants, among others as needed. The external consulting budget for this work is \$300,000 and the contract will be at or below this figure.

## **OTHER ALTERNATIVES**

The Local Contract Review Board may reject the declaration of an exemption for this project and direct staff to issue a formal QBS solicitation for the work. Staff advises the Local Contract Review Board however that such a process would result in failure to meeting a possible November 2017 ballot.

## **COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS**

## **DATES OF PREVIOUS CONSIDERATION**

The Local Contract Review Board discussed this exemption request and proposed contract at their June 7, 2016 meeting.

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### **Fiscal Impact**

**Cost:** \$300,000

**Budgeted (yes or no):** Yes

**Where Budgeted (department/program):** Facilities Capital Fund

### **Additional Fiscal Notes:**

FY 16 Adopted = \$300,000 (\$295,000 for design and engineering, \$5,000 for internal project management). The city's Proposed FY 17 budget, as approved by Budget Committee, increases this amount to \$350,000 with a split of \$300,000 for design and engineering and \$50,000 for internal project management, with the majority of work to occur in FY17.

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### **Attachments**

Resolution

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**LOCAL CONTRACT REVIEW BOARD  
CITY OF TIGARD, OREGON  
RESOLUTION NO. 16-**

A RESOLUTION GRANTING AN INDIVIDUAL EXEMPTION FROM THE COMPETITIVE SCREENING & SELECTION PROCESS FOR ARCHITECTURAL SERVICES ON THE CIVIC CENTER VISIONING PROJECT.

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WHEREAS, on the city has the need for specific architectural services to assist in the development of a civic center visioning study; and

WHEREAS, staff conducted a formal Qualification-based Request for Proposal for the needed services in January 2016; and

WHEREAS, the city received no responsible or viable response to the formal Qualification-based Request for Proposal; and

WHEREAS, issuing a second formal process and the schedule it entails could have a significantly negative impact on future possible actions of the city, including jeopardizing a possible November 2017 ballot for a general obligation bond; and

WHEREAS, MWA Architects has demonstrated the capabilities needed by the City, the ability to meet the required timeframes, and the ability to assemble and lead a skilled team of consultants for the work; and

WHEREAS, the City and MWA Architects have reached a proposed scope of work and estimated dollar amount for a proposed contract; and

WHEREAS; the issuance of contract at the dollar level of this proposed contract by direct appointment requires an exemption from the city's competitive screening & selection process as allowed under Public Contracting Rule 10.110;

NOW, THEREFORE, BE IT RESOLVED by the Local Contract Review Board that:

SECTION 1:       An individual exemption to the competitive screening and selection process is granted under Public Contracting Rule 10.110 allowing for an amendment to the contract between the city and MWA Architects for services on the Civic Center Visioning project.

SECTION 2:       This resolution is effective immediately upon passage.

PASSED:          This \_\_\_\_\_ day of \_\_\_\_\_ 2016.

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Local Contract Review Board Chair – City of Tigard

ATTEST:

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City Recorder – City of Tigard

RESOLUTION NO. 16-\_\_\_\_\_

**AIS-2667**

**6.**

**Business Meeting**

**Meeting Date:** 06/14/2016

**Length (in minutes):** 15 Minutes

**Agenda Title:** LEGISLATIVE PUBLIC HEARING: CONSIDER AMENDING  
TMC CHAPTER 3.24 SYSTEM DEVELOPMENT CHARGE  
PROGRAM

**Prepared For:** Toby LaFrance, Finance and Information Services

**Submitted By:** Cara Fitzpatrick, Finance and Information Services

<b>Item Type:</b>	Motion Requested	<b>Meeting Type:</b>	Council
	Ordinance		Business
	Public Hearing - Legislative		Meeting -
	Receive and File		Main

**Public Hearing:** Yes

**Publication Date:**

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**Information**

**ISSUE**

Approve amendments to Tigard Municipal Code (TMC) Chapter 3.24, System Development Charge Program, and Ordinances 15-08 and 15-09 to clarify and improve administration of system development charges.

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommends adoption of a discrete package of code amendments to TMC Chapter 3.24 per the attached Ordinance.

**KEY FACTS AND INFORMATION SUMMARY**

On 4/28/2015, through Ordinance 15-08, Council adopted TMC Chapter 3.24 code amendments, a citywide Transportation System Development Charge (SDC), and a related SDC Methodology Report that provided the foundation for the charge. On 05/19/2015, through Ordinance 15-09, Council adopted a Parks SDC and a related SDC Methodology Report that provided the foundation for the charge. To assist with the implementation of these and other city SDCs, an SDC Administrative Procedures Guide was adopted April 2015 through Resolution 15-15.

In the course of administering the newly adopted SDCs and their implementing documents consistent with council policy direction, staff noted inconsistencies and procedural gaps among the various documents. To address these issues, management created an interdepartmental SDC workgroup with representatives from Finance and Information Systems, Public Works, Community Development and the City Attorney's Office with the

goal of refining and clarifying the existing adopted documents.

The following code amendments are recommended by the SDC workgroup to address specific and time sensitive development issues for parks and streets in River Terrace and multi-family development citywide. Proposed amendments to TMC Chapter 3.24 (adopted via Ordinance 15-08) are summarized below. The complete proposed text amendments are attached. Items 1 and 2 below were previously discussed and approved by Council in connection with Ordinances 15-08 and 15-09.

1. Allow issuance of Parks SDC credits in River Terrace for construction of new neighborhood parks that were not required as a condition of development approval and that meet the city's level of service standard. This change is proposed to be retroactive to January 1, 2016.
2. Allow issuance of Transportation SDC credits for 50% of the local street portion of River Terrace Blvd. This would be in addition to the credits allowed for the non-local street portion.
3. Allow for deferral of payment until occupancy for Transportation System Development Charge (TSDC) on multi-family development. This ensures consistent administration of the city's TSDC and the county's Transportation Development Tax (TDT).

Upon Council's approval of the proposed amendments to TMC Chapter 3.24, the SDC workgroup will make the corresponding changes to the SDC Administrative Procedures Guide with the City Manager's approval.

## **OTHER ALTERNATIVES**

Council may choose to edit or not adopt the proposed code amendments. Council may also request additional information from staff prior to adoption. This would delay implementation of a consistent approach to SDC administration.

## **COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS**

Park System Master Plan  
Trail System Master Plan  
Transportation System Plan  
River Terrace Funding Strategy  
Tigard Municipal Code Chapter 3.24

## **DATES OF PREVIOUS COUNCIL CONSIDERATION**

Council discussed the proposed code amendments on May 17, 2016.

Council approved documents relating to system development charges on:  
04/28/2015 - Ordinance 15-08, Resolution 15-15  
05/19/2015 - Ordinance 15-09

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## Attachments

SDC Code Amendments

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**CITY OF TIGARD, OREGON  
TIGARD CITY COUNCIL  
ORDINANCE NO. 16-**

AN ORDINANCE AMENDING THE TIGARD MUNICIPAL CODE REGARDING CREDITS  
FOR AND PAYMENT OF SYSTEM DEVELOPMENT CHARGES

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WHEREAS, through Ordinance 15-08, the City Council adopted revisions to Tigard Municipal Code Chapter 3.24 and a Transportation System Development Charge (SDC); and

WHEREAS, through Ordinance 15-09, the City Council adopted a Parks SDC; and

WHEREAS, in the implementation of the Transportation and Parks SDCs, it became necessary to amend and clarify certain provisions related to the availability of SDC credits for River Terrace neighborhood parks and River Terrace Boulevard, and deferral of Transportation SDC payments for multi-family developments citywide.

NOW, THEREFORE, THE CITY OF TIGARD ORDAINS AS FOLLOWS:

SECTION 1: Chapter 3.24 of the Tigard Municipal Code is hereby amended, as provided in Exhibit A.

SECTION 2: This ordinance shall be effective 30 days after passage by the Council.

SECTION 3: If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

PASSED: By \_\_\_\_\_ vote of all council members present after being read by number and title only, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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Carol A. Krager, City Recorder

APPROVED: By Tigard City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
John L. Cook, Mayor

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date



## Amendment #1

### 3.24.120 Credits

G. In calculating improvement fee credits for the River Terrace Overlay portion of the city's park SDC only, an improvement fee credit shall be given as follows:

1. For the cost of a bonded or completed qualified public improvement, pursuant to Section 3.24.120.B.
2. Notwithstanding Section 3.24.120.B.1, for a neighborhood park that is accepted by the city; shown in the River Terrace Park System Master Plan; and determined to meet the city's minimum level of service standards and design guidelines as described in the Tigard Park System Master Plan, regardless of whether the park was imposed as a condition of development approval. The credit shall include both the costs of meeting and exceeding the city's minimum standards to the extent needed to serve the applicant's new development. The amount of the credit shall be limited to the actual reasonable costs approved by the city based upon the location of the park, level of service, park features, and consistency with the city's adopted Park System Master Plans.

H. The request for credit shall be filed in writing no later than 60 days after acceptance of the improvement by the city.

I. Section 3.24.120.G shall apply to parks completed after January 1, 2016.

J. A credit issued under 3.24.120.G may be applied only to the River Terrace Overlay SDC, is not a credit against the citywide park SDC, and is not transferable to properties outside of the River Terrace Community Plan area.

## Amendment #2

### 3.24.120 Credits

K. In addition to Section 3.24.120.B.1, the cost of constructing River Terrace Boulevard is 50% credit eligible for city-approved local street elements and 100% credit eligible for city-approved over-capacity street elements.

### Amendment #3

#### 3.24.090 Collection of Charge

- C. The administrator shall collect the applicable SDC from the permittee. The administrator shall not issue such permit or allow such connection until the charge has been paid in full; deferral has been approved pursuant to Section 3.24.090.D; or unless an exemption is has been granted pursuant to Section 3.24.110; or unless provision for installment payments has been made, pursuant to Section 3.24.100, which follows.
- D. Notwithstanding subsection A of this section, the permittee may apply for a deferral of payment of the transportation SDC to occupancy. Deferral may only be granted in cases where the amount due exceeds the amount of transportation SDC on a single family detached residence. The request must be made in writing to the Administrator no later than the time of application for a building permit. The Administrator shall grant deferral of the transportation SDC; however, any deferred charge shall be paid in full prior to the issuance of an occupancy permit. The amount of transportation SDC due on deferred obligations shall be the amount in effect at the time of issuance of the occupancy permit.

## Amendment #1

### 3.24.120 Credits

- G. In calculating improvement fee credits for the River Terrace Overlay portion of the city's park SDC only, an improvement fee credit shall be given as follows:
1. For the cost of a bonded or completed qualified public improvement, pursuant to Section 3.24.120.B.
  2. Notwithstanding Section 3.24.120.B.1, for a neighborhood park that is accepted by the city; shown in the River Terrace Park System Master Plan; and determined to meet the city's minimum level of service standards and design guidelines as described in the Tigard Park System Master Plan, regardless of whether the park was imposed as a condition of development approval. The credit shall include both the costs of meeting and exceeding the city's minimum standards to the extent needed to serve the applicant's new development. The amount of the credit shall be limited to the actual reasonable costs approved by the city based upon the location of the park, level of service, park features, and consistency with the city's adopted Park System Master Plans.
- H. The request for credit shall be filed in writing no later than 60 days after acceptance of the improvement by the city.
- I. Section 3.24.120.G shall apply to parks completed after January 1, 2016.
- J. A credit issued under 3.24.120.G may be applied only to the River Terrace Overlay SDC, is not a credit against the citywide park SDC, and is not transferable to properties outside of the River Terrace Community Plan area.

## Amendment #2

### 3.24.120 Credits

- K. In addition to Section 3.24.120.B.1, the cost of constructing River Terrace Boulevard is 50% credit eligible for city-approved local street elements and 100% credit eligible for city-approved over-capacity street elements.

### Amendment #3

#### **3.24.090 Collection of Charge**

- C. The administrator shall collect the applicable SDC from the permittee. The administrator shall not issue such permit or allow such connection until the charge has been paid in full; deferral has been approved pursuant to Section 3.24.090.D; exemption has been granted pursuant to Section 3.24.110; or unless provision for installment payments has been made, pursuant to Section 3.24.100, which follows.
- D. Notwithstanding subsection A of this section, the permittee may apply for a deferral of payment of the transportation SDC to occupancy. Deferral may only be granted in cases where the amount due exceeds the amount of transportation SDC on a single family detached residence. The request must be made in writing to the Administrator no later than the time of application for a building permit. The Administrator shall grant deferral of the transportation SDC; however, any deferred charge shall be paid in full prior to the issuance of an occupancy permit. The amount of transportation SDC due on deferred obligations shall be the amount in effect at the time of issuance of the occupancy permit.

**AIS-2584**

**7.**

**Business Meeting**

**Meeting Date:** 06/14/2016

**Length (in minutes):** 10 Minutes

**Agenda Title:** INFORMATIONAL PUBLIC HEARING: ADOPT THE CCDA FY 2017 BUDGET WITH ADJUSTMENTS, MAKE APPROPRIATIONS, AND IMPOSE AND CATEGORIZE TAXES

**Prepared For:** Toby LaFrance

**Submitted By:** Liz Lutz,  
Finance and  
Information  
Services

**Item Type:** Resolution  
Public Hearing -  
Informational

**Meeting Type:** Council  
Business  
Meeting -  
Main

**Public Hearing** Yes

**Newspaper Legal Ad Required?:**

**Public Hearing Publication** 06/02/2016

**Date in Newspaper:**

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**Information**

**ISSUE**

Oregon local budget law requires that a budget for the following fiscal year FY 2017 be adopted by the City Center Development Agency Board of Directors prior to July 1, 2016 after approval by the Budget Committee and after a public hearing has been held before the City Center Development Agency Board of Directors.

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommends adoption of the FY 2016-2017 budget as approved by the Budget Committee on May 2, 2016, with any adjustments made during the hearing.

**KEY FACTS AND INFORMATION SUMMARY**

The City Center Development Agency Budget Committee (comprised of the City Center Development Agency Board of Directors and five citizens) reviewed the Executive Director's budget on May 2, 2015. The Budget Committee subsequently approved the Proposed Budget and forwarded the budget to the City Center Development Agency Board of Directors for adoption.

Oregon Budget Law gives the governing body of the jurisdiction authority to make certain

changes in the Approved Budget prior to adoption. The City Center Development Agency Board of Directors may adjust expenditures up or down as long as the increase in a fund does not exceed 10% of the fund total.

The total FY 20165-20176 City Center Development Agency Approved Budget is \$2,023,000, including appropriations of \$2,003,000 with the remaining \$20,000 comprising the agency's reserve for future expenditures.

In addition, Staff is recommending one technical adjustment to the CCDA Budget. This adjustment will not impact the total budget, but will clarify which portions of the budget are for capital and which are programmatic in nature by moving some of the budget to the Community Development Program within the Urban Renewal Capital Improvements Fund. The recommended change is attached as Exhibit B.

## **OTHER ALTERNATIVES**

By Oregon law, the FY 2016-2017 budget must be adopted by the City Center Development Agency Board of Directors prior by July 1, 2016.

## **COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS**

## **DATES OF PREVIOUS CONSIDERATION**

The CCDA Budget Committee approved the FY 2016-17 Budget in a public meeting on May 2, 2016.

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### **Attachments**

CCDA Budget Resolution

Exhibit A - CCDA Schedule of Appropriations

Exhibit B - CCDA Technical Adjustment

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CITY OF TIGARD, OREGON  
CITY CENTER DEVELOPMENT AGENCY  
RESOLUTION NO. 16-

A RESOLUTION ADOPTING THE FISCAL YEAR 2016-2017 BUDGET, WITH ADJUSTMENTS, MAKING APPROPRIATIONS, AND IMPOSING AND CATEGORIZING TAXES.

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WHEREAS, four hearings by the City Center Development Agency Budget Committee on the budget document, as proposed by the City Manager, were duly called and held on April 20, 2016 and May 2, 2016 where all interested persons were afforded an opportunity to appear and be heard with respect to the budget ; and

WHEREAS, the budget for the City Center Development Agency for the year beginning July 1, 2016 was duly approved and recommended to the City Center Development Agency Board of Directors by the regularly constituted Budget Committee at its meeting on May 2, 2016, after proceedings in accordance with Chapter 294, Oregon Revised Statutes ; and

WHEREAS, a summary of the budget as required by Chapter 294.438 was duly published in the Tigard Times, a newspaper of general circulation in the city in accordance with Chapter 294.448; and

WHEREAS, a hearing by the City Center Development Agency Board of Directors on the budget document as approved by the Budget Committee, was duly called and held on June 14, 2016, where all interested persons were afforded an opportunity to appear and be heard with respect to the budget;

NOW, THEREFORE, BE IT RESOLVED by the City Center Development Agency Board of Directors that:

- SECTION 1:     The City Center Development Agency Board of Directors adopts the budget for FY 2016-17 as approved by City Center Development Agency Board of Directors following the budget hearing on June 14, 2016.
- SECTION 2:     The amounts appropriated for each fund for the fiscal year beginning July 1, 2016, are shown on the attached – Exhibit A Schedule of Appropriations as approved by Budget Committee on May 2, 2016 with adjustments made by City Center Development Agency Board of Directors during the hearing on June 14, 2016.
- SECTION 3:     The City Center Development Agency Board of Directors certifies to the county assessor of the County of Washington, Oregon a request for the maximum amount of revenue that may be raised by dividing the taxes under Section 1c, Articles IX of the Oregon Constitution and ORS Chapter 457.
- SECTION 4:     This resolution is effective immediately upon passage.



PASSED: This \_\_\_\_\_ day of \_\_\_\_\_ 2016.

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Chair – City of Tigard  
City Center Development Agency

ATTEST:

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City Recorder - City of Tigard City Center Development Agency

# EXHIBIT A - SCHEDULE OF APPROPRIATIONS

Fund	Program	Proposed	Budget Committee Changes	Approved	Council Changes	Adopted
Urban Renewal Debt Service						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	167,000	0	167,000		
	Loan to CCDA	0	0	0		
	Transfer	629,000	0	629,000		
	Capital Improvements	0	0	0		
	Contingency	0	0	0		
		796,000	0	796,000		
Urban Renewal Capital Improvements						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	0	0	0		
	Capital Improvements	1,207,000	0	1,207,000		
	Contingency	0	0	0		
		1,207,000	0	1,207,000		
All Funds						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	167,000	0	167,000		
	Loan to CCDA	0	0	0		
	Transfer	629,000	0	629,000		
	Capital Improvements	1,207,000	0	1,207,000		
	Contingency	0	0	0		
		2,003,000	0	2,003,000		

# Exhibit B

## Technical Adjustment to the 2016-17 Approved Budget City Center Development Agency

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### Summary

Below is a Technical Adjustment. Technical Adjustments are changes to the Approved Budget that come from as recommendations from staff. The item below has a brief description and details the change to the Schedule of Appropriations.

### #1: Urban Renewal Capital Improvement Program

A request is being made to add the Community Development operating program to the Capital Improvement Program for CCDA. This addition will allow for a better distinction between programmatic and capital projects within the fund. A total of \$187,000 of budget will be moved from capital expenditures to Community Development. This change has no net budgetary impact.

### Urban Renewal Capital Improvements Fund

<u>Program</u>	<u>Approved</u>	<u>Recommended Council Change</u>	<u>Recommended Adopted</u>
Policy & Admin.	\$0	\$0	\$0
Comm. Develop.	0	187,000	187,000
Comm. Services	0	0	0
Public Works	0	0	0
Debt Service	0	0	0
Loan to CCDA	0	0	0
Transfers	0	0	0
Capital Improvements	1,207,000	(187,000)	1,020,000
Contingency	0	0	0
<b>Total Fund</b>	<b>\$1,207,000</b>	<b>\$0</b>	<b>\$1,207,000</b>

**AIS-2578**

**8.**

**Business Meeting**

**Meeting Date:** 06/14/2016

**Length (in minutes):** 5 Minutes

**Agenda Title:** CONSIDER RESOLUTION CERTIFYING THAT THE CITY OF TIGARD PROVIDES SERVICES QUALIFYING FOR STATE-SHARED REVENUES

**Prepared For:** Toby LaFrance **Submitted By:** Liz Lutz,  
Finance and  
Information  
Services

**Item Type:** Resolution **Meeting Type:** Council  
Business  
Meeting -  
Main

**Public Hearing** No

**Newspaper Legal Ad Required?:**

**Public Hearing Publication**

**Date in Newspaper:**

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**Information**

**ISSUE**

Shall the City council approve a resolution certifying that the City of Tigard provides certain services making the city eligible to receive state shared revenues?

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommends approval of the attached resolution.

**KEY FACTS AND INFORMATION SUMMARY**

The city estimated the receipt of the following state shared revenues:

Description	FY 2015-16	FY 2016-17
Cigarette Tax	\$57,254	\$53,590
Liquor Tax	\$731,994	\$775,914
State Gas Tax	\$2,880,519	\$2,912,205

The State of Oregon require the city to certify its eligibility to receive these revenues by stating

that it provides more than four of the services listed in ORS 221.760. The city does provide six of the seven required services and is therefore eligible for receiving the state shared revenues. The services that the city provides includes police services; street construction; maintenance and lighting; sanitary sewer and storm water management; planning, zoning and subdivision control and water utility. Approval of the attached resolution will meet the State of Oregon requirements for certification.

## **OTHER ALTERNATIVES**

Do not accept the revenues from the State of Oregon.

## **COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS**

Acceptance of these revenues will assist in the funding of the city focus points and strategies.

## **DATES OF PREVIOUS CONSIDERATION**

N/A

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### **Fiscal Impact**

**Cost:** \$0.00

**Budgeted (yes or no):** Yes

**Where Budgeted (department/program):** General Fund/Gas Tax

#### **Additional Fiscal Notes:**

The revenue total for receiving state shared revenues for FY 2017 is \$3,742,009. The majority will be in the Gas Tax Fund of \$2,912,505. The remainder is General Fund cigarette and liquor taxes totaling \$829,504.

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### **Attachments**

State Shared Revenue

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**CITY OF TIGARD, OREGON  
TIGARD CITY COUNCIL  
RESOLUTION NO. 16-**

A RESOLUTION CERTIFYING THAT THE CITY OF TIGARD PROVIDES SERVICES QUALIFYING FOR STATE SHARED REVENUES.

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WHEREAS, ORS 221.760 (1) provides as follows:

The officer responsible for disbursing funds to cities under ORS 323.455, 366.785 to 366.820, and 471.805 shall, in the case of a city located within a county having more than 100,000 inhabitants according to the most recent federal decennial census, disburse such funds only if the city provides four or more of the following services:

- (1) Police protection
- (2) Fire protection
- (3) Street construction, maintenance and lighting
- (4) Sanitary sewers
- (5) Storm sewers
- (6) Planning, zoning and subdivision control
- (7) One or more utility services; and

WHEREAS, City Officials recognize the desirability of assisting the state officer responsible for determining the eligibility of cities to receive such funds in accordance with ORS 221.760

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The City of Tigard hereby certifies that it provides the following six services enumerated in Section 1, ORS 221.760:

- (1) Police protection
- (2) Street construction, maintenance and lighting
- (3) Sanitary sewers
- (4) Storm sewers
- (5) Planning, zoning and subdivision control
- (6) Water utility

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This \_\_\_\_\_ day of \_\_\_\_\_ 2016.

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Mayor - City of Tigard

ATTEST:

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City Recorder - City of Tigard

**AIS-2580**

**9.**

**Business Meeting**

**Meeting Date:** 06/14/2016

**Length (in minutes):** 5 Minutes

**Agenda Title:** CONSIDER RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUE SHARING

**Prepared For:** Toby LaFrance

**Submitted By:** Liz Lutz,  
Finance and  
Information  
Services

**Item Type:** Resolution

**Meeting Type:** Council  
Business  
Meeting -  
Main

**Public Hearing** No

**Newspaper Legal Ad Required?:**

**Public Hearing Publication**

**Date in Newspaper:**

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**Information**

**ISSUE**

Should the City of Tigard elect to receive State Revenues as outlined in ORS 221.770, State Revenue Sharing Law?

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommends adopting this resolution.

**KEY FACTS AND INFORMATION SUMMARY**

State Revenue Sharing Law, ORS 221.770, allocates a share of state liquor tax to cities on a formula basis. The law requires cities to annually pass an ordinance or resolution to request state revenue sharing money. The law also requires public hearings be held by the city and certification of these hearings is also required. The hearing on State Revenue Sharing was noticed and held as a part of the Budget Committee meeting on May 9, 2016. In order to receive state revenue sharing in FY 2016-2017, the city must levy property taxes in the preceding year, which the city has done. The city estimates the receipt of \$521,841 of state revenue sharing funds in the FY 2016-2017 budget.

**OTHER ALTERNATIVES**



Do not pass resolution.

## **COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS**

Acceptance of this revenue will assist in the funding of city goals and strategies.

## **DATES OF PREVIOUS CONSIDERATION**

N / A

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### **Fiscal Impact**

**Cost:** NA

**Budgeted (yes or no):** Yes

**Where Budgeted (department/program):** General Fund

#### **Additional Fiscal Notes:**

Approval of this resolution would secure \$521,841 of revenue for the General Fund.

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### **Attachments**

State Revenue Sharing

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**CITY OF TIGARD, OREGON  
TIGARD CITY COUNCIL  
RESOLUTION NO. 16-**

A RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUE SHARING.

---

WHEREAS, State Revenue Sharing Law, ORS 221.770, requires cities to annually pass an ordinance or resolution requesting state revenue sharing money; and

WHEREAS, the law mandates public hearings be held by the city and that certification of these hearings is required; and

WHEREAS, a public hearing was held on May 9, 2016 at Budget Committee to receive State Revenue Sharing; and

WHEREAS, in order to receive state revenue sharing in FY 2016-2017, the city must have levied property taxes the preceding year; and

WHEREAS, the city did levy property taxes in FY 2015-2016.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: Pursuant to ORS 221.770, the city hereby elects to receive state revenue sharing for the fiscal year 2016-2017.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This \_\_\_\_\_ day of \_\_\_\_\_ 2016.

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Mayor - City of Tigard

ATTEST:

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City Recorder - City of Tigard

**AIS-2582**

**10.**

**Business Meeting**

**Meeting Date:** 06/14/2016

**Length (in minutes):** 10 Minutes

**Agenda Title:** INFORMATIONAL PUBLIC HEARING:  
CONSIDER ADOPTION OF MASTER FEES AND  
CHARGES SCHEDULE REPLACING  
RESOLUTION 15-31 AND SUBSEQUENT  
AMENDMENTS

**Prepared For:** Toby LaFrance

**Submitted By:** Liz Lutz,  
Finance and  
Information  
Services

**Item Type:**

**Meeting Type:** Council  
Business  
Meeting -  
Main

**Public Hearing**

**Newspaper Legal Ad Required?:**

**Public Hearing Publication**

**Date in Newspaper:**

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**Information**

**ISSUE**

As part of the annual budget process, the City Council has the opportunity to adjust fees and charges related to city services.

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommends that City Council adopt the attached resolution:

1. A resolution to adopt the Master Fees and Charges Schedule for FY 2016-2017

**KEY FACTS AND INFORMATION SUMMARY**

Every fiscal year, a revised Master Fees and Charges Schedule is submitted to the City Council for approval along with the citywide operating budget. The attached schedule includes fee updates for most departments as several fees are adjusted annually using applicable indices.

Included in the schedule are phased in fees such as water. These phased in fees have already been approved by City Council and are included in the FY 2017 Approved Budget.

## OTHER ALTERNATIVES

Alter only those fees that are set by other agencies or are adjusted annually using an already approved formula.

## COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

The fees and charges help fund council focus strategies including the Strategic Plan and the Lake Oswego-Tigard Water Partnership.

## DATES OF PREVIOUS CONSIDERATION

Council reviewed the Master Fees and Charges during the study session on May 24, 2016.

---

### Fiscal Impact

**Cost:** N/A

**Budgeted (yes or no):** N/A

**Where Budgeted (department/program):** All

### Additional Fiscal Notes:

Attached is a strikeout version of the FY 2017 Master Fees and Charges Schedule. A summary report of the proposed changes is included along with the authorizing code or resolution, and the page number that the change is located on in the schedule.

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### Attachments

Resolution

Summary of Changes

FY 2017 Master Fees

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**CITY OF TIGARD, OREGON  
TIGARD CITY COUNCIL  
RESOLUTION NO. 16-**

A RESOLUTION ADOPTING THE CITYWIDE MASTER FEES AND CHARGES SCHEDULE WHICH REPLACES RESOLUTION NO 04-99 AND RESOLUTION NO 15-31 AND ALL SUBSEQUENT AMENDMENTS TO DATE.

---

WHEREAS, the City of Tigard has a Master Fees and Charges Schedule that was adopted during the last budget hearings as Resolution 15-31; and

WHEREAS, Resolution 04-99 increased planning fees and that increase is incorporated in the planning fee; and

WHEREAS, city staff has reviewed fees and services provided; and

WHEREAS, city staff has proposed new fees and changes to certain fees to recover costs or due to previously approved annual adjustment formulas; and

WHEREAS, the city's Master Fees and Charges Schedule includes fees set by other agencies; and

WHEREAS, Tigard Municipal Code (TMC) 3.32.050 requires that the City Council review fees and charges annually.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1:     The fees and charges for the City of Tigard are enumerated and set as shown in the attached schedule (Exhibit A).

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SECTION :     This resolution is effective July 1, 2016.

PASSED:        This \_\_\_\_\_ day of \_\_\_\_\_ 2016.

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Mayor - City of Tigard

ATTEST:

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City Recorder - City of Tigard

## FY 2017 Approved Master Fees & Charges Summary of Changes Report

Department	Fee Description	Schedule Page(s)	Basis of Change	Authority	Included in Budget? (Y/N)
Financial & Information Services	<u>Business License (Annual Fee)</u>	4	Portland Consumer Price Index increased by 1.10%.	Ord. 88-13	Y
Community Development	<u>Building Fees</u>	12 & 16	No change in fees. However, better description of a couple of fees is provided.		Y
	<u>Planning Fees/Charges</u>	17 - 23	In February 2016, a Cost of Service Study was conducted and presented to Council in order to establish policy regarding General Fund support of planning related fees. Based on the study and discussions with council, the fees that were significantly adjusted are Accessory Residential Units, Type II Home Occupation Permits, Minor Site Development Reviews, Planned Development Reviews, Planned Development, Pre-App Conferences, & Subdivision fees. Per May 24, 2016 Council study session, the Downtown Review Compliance Letter was reduced to match the cost of a Type I review under Home Occupation Permit. All other fees have been adjusted by 1.8% per the Seattle Construction Cost Index.	Council Policy 2016 ORS 227.175(1)(a) ORS 227.175(10)(b) TMC 18.798	Y
	<u>Sanitary Sewer Connection Fee</u>	22	This fee is set by Clean Water Services.	Clean Water Services	Y
	<u>School District Construction Excise Tax</u>	22	Fees are calculated by the Tigard Tualatin and Beaverton School Districts.	ORS 320.170-189	Y
	<u>Park System Development Charge (SDC)</u>	37	Fees adjusted based on a combination of two indexes; the Seattle Construction Cost Index and the other index reflects changes in land acquisition costs provided by Washington County. SDC charges were increased by 2.55%.	Ord. 15-09	Y
	<u>Residential Transportation System Development Charges</u>	39	The residential transportation SDC's were adopted by council on April 28, 2015. Charges increased by 1.6% resulting from the combination of the Construction Cost Index for Seattle and the Oregon Monthly Asphalt Cement Material Price Index. The commercial transportation SDC's have not been implemented due to the lawsuit by the Home Builder's Association.	Res. 15-15 Ord. 15-09	Y
	<u>Transportation Development Tax</u>	40	This fee is determined by Washington County. TDT rates increased by 2.03% for FY 2017.	Washington County	Y

## FY 2017 Approved Master Fees & Charges Summary of Changes Report

Department	Fee Description	Schedule Page(s)	Basis of Change	Authority	Included in Budget? (Y/N)
Public Works	<u>Fire Rates (Sprinklers)</u>	28	Fee adjusted by 1.8% based in the Seattle-Construction Cost Index for April 2016.	Dept. Policy	Y
	<u>Meter Installation Fees</u>	28	Fee adjusted by 1.8% based in the Seattle-Construction Cost Index for April 2016.	Dept. Policy	
	<u>Sanitary Sewer Service Fee (set by Clean Water Service)</u>	28	This fee is was increased by 3% and is calculated by Clean Water Service.	Clean Water Services	Y
	<u>Service Installation Fees</u>	28	Fees determined by Clean Water Services.	Clean Water Services	Y
	<u>Tigard Sanitary Sewer Surcharge</u>	28	The sanitary sewer surcharge was approved by Council on April 19, 2016.	Res. 14-66	N
	<u>Storm and Surface Water Fee (set by Clean Water Service)</u>	28	Service charge is determined by Clean Water Service and will increase by 50 cents.	Clean Water Services	Y
	<u>Water Customer Charges</u>	29-31	Removed old fees	Dept. Policy	Y
	<u>Tigard Transportation Utility Fee (River Terrace)</u>	31	A transportation utility fee for River Terrace was approved by Council on April 19, 2016.	Res. 14-66	N
	<u>Solid Waste Collection Rates</u>	33-36	Collection rates for solid waste have been increased by 1.50% per Tigard Municipal Code	TMC 11.04	Y
	<u>Water System Development Charge</u>	38	Fee adjustment is tied to Seattle Construction Cost Index (CCI) which is 1.8% as of April 2016.	ORS 223.304(8) Res. 10-76	Y

Exhibit A

# City of Tigard, Oregon

## Master Fees & Charges Schedule

Fiscal Year 2016 - 2017

To Be Adopted  
June 14, 2016





Department	Revenue Source	Fee or Charge	Authority	Effective Date
CITY MANAGEMENT				
	<u>Claims Application Fee (TMC 1.21.050 &amp; 1.22; Ord. 08-09)</u>	\$1,000.00 /deposit*	TMC 1.21.050 & 1.22	6/24/2008
	* Claim fee shall be actual cost incurred by the city to process claim.			
	Any funds remaining from the deposit after the claim has been processed will be refunded to the claimant. Payment of any costs exceeding the amount of the deposit is required prior to issuance of a final decision by the city on the claim.			
ADMINISTRATIVE SERVICES				
	<u>Municipal Court Fees</u>		Judge Order	
	Civil Compromise	\$150.00	No. 01-08	8/28/2008
	Traffic School and Compliance Program Fee			
	Criminal	\$150.00	Rule 16-adopted 08/28/08	8/28/2008
	Juvenile non-traffic	\$75.00		8/28/2008
	Traffic School	Equal to the relevant fine provided for the violation in the Violations Bureau Fine Schedule		8/28/2008
	Traffic School Setover	\$20.00		8/28/2008
	License Reinstatement	\$15.00		8/28/2008
	Payment Agreement Administrative Fee	\$15.00		8/28/2008
	Overdue Payment Letter	\$10.00		8/28/2008
	Show Cause Hearings - Court Costs			8/28/2008
	Non-compliance	\$25.00		
	Non-payment - fees paid prior to hearing	No Fee		
	Warrant Fee	\$50.00		8/28/2008
CITY MANAGEMENT				
	<u>Public Assembly</u>		Ord. 70-35	8/25/1970
	Application Fee		TMC 7.48.040	
	Persons Reasonably Anticipated			
	1,000 to 2,499	\$100.00		
	2,500 to 4,999	\$150.00		
	5,000 to 9,999	\$500.00		
	10,000 to 49,999	\$1,000.00		
	50,000 and over	\$1,500.00		
ADMINISTRATIVE SERVICES/RECORDS				
	<u>Tigard Municipal Code (TMC) (Titles 1 - 17) or TMC/CDC (Titles 1-18)</u>			
	Compact Disk (CD)	\$10.00		7/1/2009

Department	Revenue Source	Fee or Charge	Authority	Effective Date
CITYWIDE				
	<u>Attorney Time</u>	Current attorney billing rate	Dept. Policy	1999
	<u>2GB Flash Drives</u>	\$11.00 each		7/1/2011
	<u>Candidate Nomination Petition Fee</u>	\$50.00		
	<u>DVD/CD</u>	\$10.00		7/1/2015
	<u>Faxes for Public</u>	\$2.00 /first page \$1.00 /each additional page		7/1/2007
	<u>Microfiche Sheet Copies</u>	\$1.00 /sheet up to 50 sheets plus staff time		7/1/2007
	<u>Microfilm/Microfiche &amp; Photocopies</u>			
	8-1/2 x 11	\$0.25 /page		1999
	8-1/2 x 14	\$0.50 /page		1999
	11 x 17	\$1.00 /page		7/1/2005
	17 x 24	\$1.50 /page		7/1/2007
	36 x 36	\$2.50 /page		7/1/2007
	<u>Candidate Nomination Petition Fee</u>	\$50.00		7/1/2008
	<u>Oversized Copies</u>	\$2.50 /page		7/1/2011
	<u>Photographs</u>	Actual Cost	Dept. Policy	1999
	<u>Recording of Documents</u>	Actual Cost	Dept. Policy	1999
	<u>Research Fee</u>	Staff hourly rate + Citywide Overhead Fee + Materials		2/7/2002
	<u>Staff Hourly Rate for Miscellaneous Billing and Reimbursement Agreements</u>	Staff hourly rate + benefits + paid time off + administrative time + department overhead + citywide overhead as determined by most recent A-87 Indirect Cost Study Based on the agreement, all, or part, of the components of the A-87 Indirect Cost Study may be used.		7/1/2015

Department	Revenue Source	Fee or Charge	Authority	Effective Date
<b>FINANCIAL &amp; INFORMATION SERVICES</b>				
	<b>Assessment Assumption</b>	\$50.00		4/22/1985
	<b>Budget Document</b>			
	Compact Disk (CD)	\$10.00		7/1/2007
	Paper	\$50.00		
	<b>Business License</b>		Ord. 88-13	
	Annual Fee*			
	0-2 employees	\$88	\$89 /per year	7/1/2015 16
	3-5 employees	\$118	\$119 /per year	7/1/2015 16
	6-10 employees	\$415	\$420 /per year	7/1/2015 16
	11-20 employees	\$680	\$687 /per year	7/1/2015 16
	21-50 employees	\$780	\$789 /per year	7/1/2015 16
	51-75 employees	\$850	\$859 /per year	7/1/2015 16
	greater than 75 employees	\$1,150	\$1,163 /per year	7/1/2015 16
	* Adjusted annually in conjunction with the Portland Consumer Price Index (CPI)			
	Pro-Rated Fee Schedule			
	Issued January 1 - June 30	See Fee Schedule above		
	Issued July 1 - December 31	1/2 the annual fee		
	Temporary License	\$25.00		1/1/2008
	Duplicate License/Change of Ownership Fee			
	Change in ownership or name only	\$10.00		1/1/2008
	Copy/replacement of license	\$10.00		1/1/2008
	Delinquency Charge			
	Whenever the business license fee is not paid on or before the delinquent date, a delinquency charge equal to ten percent (10%) of the original business license fee due and payable shall be added for each calendar month or fraction thereof that the fee remains unpaid. The total amount of the delinquency penalty for any business license year shall not exceed one hundred percent (100%) of the business license fee due and payable for such year.			
	<b>Comprehensive Annual Financial Report</b>	\$0.00	Dept. Policy	2/7/2002
	<b>Franchise Fee/Right of Way Usage Fee (See TMC 15.06)</b>			
	Electricity (Owns facility in ROW and provides service to customers within Tigard)	5% of gross revenue or \$4,000 whichever is greater	Res. 01-16 as updated by Ord. 08-21A, Ord. 12-04, Ord. 14-06 & Ord. 14-14	1/9/2015
	Electricity (Owns facility in ROW and provides <b>no</b> service to customers within Tigard)	\$2.90/linear foot of installation in right-of-way or \$4,000, whichever is greater	Res. 01-16 as updated by Ord. 08-21A, Ord. 12-04, Ord. 14-06 & Ord. 14-14	1/9/2015
	Electricity (Using a non-owned facility in ROW and provides service to customers within Tigard)	5% of gross revenue	Ord. 14-14	1/9/2015
	Natural Gas (Owns facility in ROW and provides service to customers within Tigard)	5% of gross revenue or \$4,000 whichever is greater	Ord. 04-06, updated by Ord. 08-21A, Ord. 14-06 & Ord. 14-14	1/9/2015
	Natural Gas (Owns facility in ROW and provides <b>no</b> service to customers within Tigard)	\$2.90/linear foot of installation in right-of-way or \$4,000, whichever is greater	Ord. 04-06, updated by Ord. 08-21A, Ord. 14-06 & Ord. 14-14	1/9/2015
	Natural Gas (Using a non-owned facility in ROW and provides service to customers within Tigard)	5% of gross revenue	Ord. 14-14	1/9/2015

Department	Revenue Source	Fee or Charge	Authority	Effective Date	
	Telecom *	(Owns facility in ROW and provides service to customers within Tigard)	5% of gross revenue or \$4,000 whichever is greater	Ord. 00-35, updated by Ord. 08-21A, Ord. 14-06 & Ord. 14-14	1/9/2015
	Telecom *	(Provides <b>no</b> service to customers within Tigard)	\$2.90/linear foot of installation in right-of-way or \$4,000, whichever is greater	Ord. 00-35, updated by Ord. 06-11, Ord. 08-21A, Ord. 14-06 & Ord. 14-14	1/9/2015
	Telecom *	(Using a non-owned facility in ROW and provides service to customers within Tigard)	5% of gross revenue	Ord. 14-14	1/9/2015
	*(Includes telecommunication utilities, long distance providers, private networks and competitive access providers)				
	Utility Franchise Application Fee	\$2,000.00	Res. 01-01 Updated to all utility franchise fee application by Ord. 06-11		8/8/2006
	Solid Waste Disposal (See TMC 11.04)	5% of gross revenue	Ord. 78-64, as amended by Ord. 02-05, Ord. 03-08, & Res. 13-18		7/1/2013
	Cable TV (See TMC 5.12) <i>Application filed with MACC (email <a href="mailto:macc@maccor.org">macc@maccor.org</a>)</i>	5% of gross revenue	Res. 99-04		1/26/1999
	<b><u>Lien Search Fee</u></b>	\$35.00	Res. 01-31		2/1/2004
	<b><u>Overhead Fee</u></b>				
	Added to charges for property damage/repair	10% of total charge			
	<b><u>Passport Execution Fee</u></b>	\$25.00			2/1/2008
	<b><u>Passport Photographs Fee</u></b>	\$10.00			4/1/2007
	<b><u>Returned Check Fee</u></b>	\$20.00	Res. 01-55		10/9/2001
	<b><u>Sewer Reimbursement District Loans</u></b>				
	Interest Rate	Applicable Federal Rate (AFR), Table , Long-term, semiannual for the month the loan is approved			
	<b><u>System Development Charge Financing (other than Sewer Reimbursement District Loans)</u></b>				
	Application Fee	\$25.00			
	Interest Rate	Prime rate as published in the Wall Street Journal as of the date of the application plus 4%			

Department	Revenue Source	Fee or Charge	Effective Date
LIBRARY			
	<u>Collection Agency Fee</u>	\$10.00	7/1/2007
	<u>Disk or CD (Blank)</u>	\$1.00	2/7/2002
	<u>Flash Drive</u>	\$5.00 each	7/1/2013
	<u>Library Card Fee (non-residents only)</u>	\$110.00 per year	7/1/2015
	<u>Lost Items</u>	Replacement cost + \$5.00 processing fee	7/1/2003
	<u>Overdue Cultural Passes</u>	\$10.00 per day	7/1/2013
	<u>Overdue Items</u>		
	Daily Charge (All Items except DVDs & Blu-Rays)	\$0.15 /item	7/1/2003
	Daily Charge (DVDs & Blu-Rays)	\$1.00 /item	7/1/2005
	Maximum Charge	\$5.00 /item	7/1/2005
	E-Readers	\$1.00 per day up to a maximum of \$5.00	7/1/2014
	<u>Public Copier and Printer Charges</u>		
		\$0.10 /page for black & white	2001
		\$0.50 / page for color	7/1/2011
	<u>Replacement Library Card Fee</u>	\$1.00	7/1/2007

Department	Revenue Source	Fee or Charge	Authority	Effective Date
POLICE				
	<b><u>Alarm Permit Fee (Residential &amp; Commercial)</u></b>			
	<i>(Government agencies, disabled residents or over the age of 60 are exempt)</i>	\$25.00	Ord. 82-32	7/1/2009
	Late payment of fees/fines (after 60 days)	\$100.00	Ord. 82-32	7/1/2013
	Failure to Obtain Permit within 60 Days of Alarm Installation	\$100.00		7/1/2013
	Reinstatement Fee, Once Revoked (After 90 days past due)	\$100.00		7/1/2014
	Non-permitted or Revoked Alarm Permit	\$500.00		7/1/2013
	<b><u>Distracted Driving Diversion Program</u></b>	\$25.00		7/1/2014
	<b><u>False Alarm Fines</u></b>			
	1st false alarm	No Charge	No Charge Ord. 87-73	7/1/2013
	2nd false alarm	No Charge	No Charge	7/1/2013
	3rd false alarm	\$100.00		7/1/2013
	4th false alarm	\$150.00		7/1/2013
	5th false alarm	\$200.00		7/1/2013
	6 or more false alarms	\$250.00		7/1/2013
	<b><u>Fingerprint Card</u></b>	\$15.00 per card		7/1/2012
	<b><u>Good Conduct Background/Letter</u></b>	\$10.00		7/1/2012
	<b><u>Law Enforcement Officers Safety Act Qualification Fee</u></b>	\$25.00		7/1/2006
	<b><u>Liquor License</u></b>	\$25.00	Res. 01-45	7/10/2001
	<b><u>Police Services Fees</u></b>		Res. 84-17A	
	DVD/Audio/VHS Evidence Copies	\$20.00		7/1/2012
	Police Documents/Reports	\$10.00 /for the first 15 pages and \$0.30 /page thereafter		7/1/2008
	Police Digital Photo CD Copies	\$10.00 /CD		7/1/2005
	Police Photograph Copies	\$10.00 /roll		7/1/2003
	<b><u>Property Forfeiture for Criminal Activity</u></b>	Varies	Ord. 99-14	5/25/1999
	<b><u>Second Hand Dealers and Transient Merchant License</u></b>			
	Occasional	\$40.00		7/1/2010
	Full-Time	\$100.00		7/1/2010
	Reporting Forms	\$0.80 each		7/1/2010
	<b><u>Special Event Permit Application Fee</u></b>			
	For-Profit Fee (Resident)	\$150.00		7/1/2015
	For-Profit Fee (Non-Resident)	\$200.00		7/1/2015
	Non-Profit Fee (Resident)	\$75.00		7/1/2015
	Non-Profit Fee (Non-Resident)	\$125.00		7/1/2015
	<b><u>Social Gaming License</u></b>			
	Annual fee due January 1st	\$100.00	TMC 5.22.060	1/1/2014
	If a business applies on or after July 1st	\$50.00		7/1/2014
	<b><u>Vehicle Release Fee</u></b>	\$125.00	ORS 709.720	7/1/2013

Department	Revenue Source	Fee or Charge	Authority	Effective Date
<b>COMMUNITY DEVELOPMENT - BUILDING</b>				
	<b><u>Building Permit Fees</u></b>			
	<b>(New Commercial)</b>			10/1/2009
	<u>Total Valuation:</u>			
	\$0.00 to \$500.00	\$51.09 /minimum		
	\$500.01 to \$2,000.00	\$51.09 /for the first \$500 and \$2.69 /for each additional \$100 or fraction thereof.		
	\$2,000.01 to \$25,000.00	\$91.44 /for the first \$2,000 and \$10.76 /for each additional \$1,000 or fraction thereof		
	\$25,000.01 to \$50,000.00	\$338.92 /for the first \$25,000 and \$8.06 /for each additional \$1,000 or fraction thereof		
	\$50,000.01 to \$100,000.00	\$540.42 /for the first \$50,000 and \$5.38 /for each additional \$1,000 or fraction thereof		
	\$100,000.01 and over	\$809.42 /for the first \$100,000 and \$4.49 /for each additional \$1,000 or fraction thereof		
	<b>(New Single Family &amp; Multi-Family)</b>			10/1/2009
	<u>Total Valuation:</u>			
	\$0.00 to \$2,000.00	\$66.25 /minimum		
	\$2,000.01 to \$25,000.00	\$66.25 /for the first \$2,000 and \$11.48 /for each additional \$1,000 or fraction thereof		
	\$25,000.01 to \$50,000.00	\$330.29 /for the first \$25,000 and \$8.75 /for each additional \$1,000 or fraction thereof		
	\$50,000.01 to \$100,000.00	\$549.04 /for the first \$50,000 and \$6.25 /for each additional \$1,000 or fraction thereof		
	\$100,000.01 to \$250,000.00	\$861.54 /for the first \$100,000 and \$4.46 /for each additional \$1,000 or fraction thereof		
	\$250,000.01 to \$500,000.00	\$1,530.54 /for the first \$250,000 and \$4.42 /for each additional \$1,000 or fraction thereof		
	\$500,000.01 to \$1,000,000.00	\$2,635.54 /for the first \$500,000 and \$4.10 /for each additional \$1,000 or fraction thereof		

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	\$1,000,000.01 to \$2,000,000.00	\$4,685.54 /for the first \$1,000,000 and \$3.33 /for each additional \$1,000 or fraction thereof		
	\$2,000,000.01 and over	\$8,015.54 /for the first \$2,000,000 and \$3.18 /for each additional \$1,000 or fraction thereof		
	<b>(Additions, Alterations, and Demolitions for Single Family, Multi-Family, Commercial, &amp; Industrial)</b>			10/1/2009
	<u>Total Valuation:</u>			
	\$0.00 to \$500.00	\$53.27 /minimum		
	\$500.01 to \$2,000.00	\$53.27 /for the first \$500 and \$3.39 /for each additional \$100 or fraction thereof		
	\$2,000.01 to \$25,000.00	\$104.12 /for the first \$2,000 and \$15.21 /for each additional \$1,000 or fraction thereof		
	\$25,000.01 to \$50,000.00	\$453.95 /for the first \$25,000 and \$11.02 /for each additional \$1,000 or fraction thereof		
	\$50,000.01 to \$100,000.00	\$729.45 /for the first \$50,000 and \$7.53 /for each additional \$1,000 or fraction thereof		
	\$100,000.01 to \$500,000.00	\$1,105.95 /for the first \$100,000 and \$6.04 /for each additional \$1,000 or fraction thereof		
	\$500,000.01 to \$1,000,000.00	\$3,521.95 /for the first \$500,000 and \$5.09 /for each additional \$1,000 or fraction thereof		
	\$1,000,000.01 and over	\$6,066.95 /for the first \$1,000,000 and \$3.39 /for each additional \$1,000 or fraction thereof		
	<b><u>Building Plan Review Fee</u></b>	65% of base building permit fee		9/26/2000
	<b><u>Deferred Submittals</u></b>	\$200.00 minimum fee		9/24/2002
	Plan Review	plus 65% of building permit fee based on valuation of the particular portion or portions of the project.		
	<b><u>Phased Permitting</u></b>	\$200.00		9/24/2002
	Plan Review	plus 10% of building permit fee based on total project valuation not to exceed \$1,500 for each phase		



Department	Revenue Source	Fee or Charge	Authority	Effective Date
	<b><u>Photovoltaic Solar Panel System</u></b>	\$180.00 (includes plan review and administrative fees) plus 12% state surcharge of permit fee		1/1/2011
	<b><u>Electrical Fees</u></b>			10/1/2009
	New residential, single or multi-family per dwelling unit; service included:			
	1000 square feet or less	\$168.54		
	Each additional 500 square feet or portion thereof	\$33.92		
	Limited energy, residential or multi-family (with above sq ft)	\$75.00		
	Each manufactured home or modular dwelling service or feeder	\$67.84		
	Services or feeders; installation, alterations or relocation:			
	200 amps or less	\$100.70		
	201 amps to 400 amps	\$133.56		
	401 amps to 600 amps	\$200.34		
	601 amps to 1000 amps	\$301.04		
	Over 1000 amps or volts	\$552.26		
	Reconnect only	\$67.84		
	Temporary services or feeders; installation, alteration or relocation:			
	200 amps or less	\$59.36		
	201 amps to 400 amps	\$125.08		
	401 amps to 600 amps	\$168.54		
	Branch circuits; new, alteration or extension per panel:			
	With purchase of service or feeder - each branch circuit	\$7.42		
	Without purchase of service or feeder			
	First Branch Circuit	\$56.18		
	Each addit. Branch circuit	\$7.42		
	Miscellaneous (service or feeder not included):			
	Each pump or irrigation circuit	\$67.84		
	Each sign or outline lighting	\$67.84		
	Signal circuit(s) or a limited energy panel, alteration or extension	\$75.00		
	Each additional inspection over the allowable in any of the above			
	Per Inspection	\$66.25 /hour (min 1 hour)		
	Per Hour	\$66.25 /hour (min 1 hour)		
	Industrial Plant Inspection	\$78.18 /hour (min 1 hour)		

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	Renewable Energy Electrical Fees:			
	5 kva or less	\$100.70		7/1/2012
	5.01 to 15 kva	\$133.56		7/1/2012
	15.01 to 25 kva	\$200.34		7/1/2012
	Wind generation systems in excess of 25 kva:			
	25.01 to 50 kva	\$301.04		7/1/2012
	50.01 to 100 kva	\$552.26		7/1/2012
	>100 kva the permit fee shall be calculated in accordance with OAR 918-309-0040.			
	Solar generation systems in excess of 25 kva:			
	Each additional kva over 25	\$7.42		7/1/2012
	>100 kva no additional charge			
	Each additional inspection over allowable in any of the above:			
	Each additional inspection will be charged at an hourly rate (1 hr minimum)	\$66.25/hr		7/1/2012
	Misc. fees at an hourly rate (1 hr minimum)	\$90.00/hr		7/1/2012
	Electrical permit plan review fee	25% of the electrical permit fee		
	<b><u>Fire Protection Systems</u></b>			10/1/2009
	<b>(Commercial Fire Suppression - Sprinkler, Alarm and Type I-Hood systems based on project valuation)</b>			
	<u>Total Valuation:</u>			
	\$0.00 to \$500.00	\$51.09 /minimum		
	\$500.01 to \$2,000.00	\$51.09 /for the first \$500 and \$2.69 /for each additional \$100 or fraction thereof		
	\$2,000.01 to \$25,000.00	\$91.44 /for the first \$2,000 and \$10.76 /for each additional \$1,000 or fraction thereof		
	\$25,000.01 to \$50,000.00	\$338.92 /for the first \$25,000 and \$8.06 /for each additional \$1,000 or fraction thereof		
	\$50,000.01 to \$100,000.00	\$509.42 /for the first \$50,000 and \$5.38 /for each additional \$1,000 or fraction thereof		
	\$100,000.01 and over	\$809.42 /for the first \$100,000 and \$4.49 /for each additional \$1,000 or fraction thereof		

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	<u>Fire Life Safety Plan Review</u> <u>(Commercial Only)</u>	40% of base building permit fee		9/26/2000
	<u>Fire Protection Systems</u> <u>(Residential Fire Suppression)</u>			10/1/2009
	Stand Alone System			
	<u>Square Footage:</u>			
	1 to 2,000	\$198.75		
	2,001 to 3,600	\$246.45		
	3,601 to 7,200	\$310.05		
	7,201 and over	\$404.39		
	Multipurpose or Continuous Loop System			
	<u>Square Footage:</u>			
	0 to 2,000	\$121.90		
	2,001 to 3,600	\$169.60		
	3,601 to 7,200	\$233.20		
	7,201 and over	\$327.54		
	<u>Manufactured Dwelling Installation</u>	\$305.50		9/24/2002
	(Fee includes placement permit \$275.50 and state administration fee \$30.00)			
	<u>Manufactured Dwelling and Mobile Home</u>	Per OAR		9/24/2002
	<u>Parks, Recreation Camps, and Organizational Camps</u>			
	<u>Mechanical Fees</u>			10/1/2009
	<u>(1 &amp; 2 Family Dwellings for New, Additions, or Alterations)</u>			
	Heating/Cooling:			
	Air conditioning	\$46.75		
	Furnace 100,000 BTU (ducts/vents)	\$46.75		
	Furnace 100,000+ BTU (ducts/vents)	\$54.91		
	Heat pump	\$61.06		
	Duct work	\$23.32		
	Hydronic hot water system	\$23.32		
	Residential boiler (radiator or hydronic)	\$23.32		
	Unit heaters (fuel-type, not electric),			
	in-wall, in duct, suspended, etc.	\$46.75		
	Flue/vent for any of above	\$23.32		
	Other	\$23.32		

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	Other fuel appliances:			
	Water heater	\$23.32		
	Gas fireplace	\$33.39		
	Flue/vent for water heater or gas fireplace	\$23.32		
	Log lighter (gas)	\$23.32		
	Wood/pellet stove	\$33.39		
	Wood fireplace/insert	\$23.32		
	Chimney/liner/flue/vent	\$23.32		
	Other	\$23.32		
	Environmental exhaust and ventilation:			
	Range hood/other kitchen equipment	\$33.39		
	Clothes dryer exhaust	\$33.39		
	Single-duct exhaust (bathrooms, toilet compartments, utility rooms)	\$23.32		
	Attic/crawlspace fans	\$23.32		
	Other	\$23.32		
	Fuel piping:			
	First four	\$14.15		
	Each additional	\$4.03		
	Minimum permit fee	\$90.00		
	Mechanical plan review fee	25% of Permit Fee		
	<b><u>Mechanical Permit Fees</u></b>			10/1/2009
	<b>(Commercial and Multi-family)</b>			
	<u>Total Valuation:</u>			
	\$0.00 to \$500.00	\$69.06 /minimum		
	\$500.01 to \$5,000.00	\$69.06 /for the first \$500 and \$3.07 /for each additional \$100 or fraction thereof		
	\$5,000.01 to \$10,000.00	\$207.21 /for the first \$5,000 and \$2.81 /for each additional \$100 or fraction thereof		
	\$10,000.01 to \$50,000.00	\$347.71 /for the first \$10,000 and \$2.54 /for each additional \$100 or fraction thereof		
	\$50,000.01 to \$100,000.00	\$1,363.71 /for the first \$50,000 and \$2.49 /for each additional \$100 or fraction thereof		
	\$100,000.01 and over	\$2,608.71 /for the first \$100,000 and \$2.92 /for each additional \$100 or fraction thereof		
	Plan Review	25% of permit fee		9/24/2002

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	<b><u>Plumbing Fees</u></b>			10/1/2009
	<b>(Commercial, Industrial, Residential, &amp; Multi-Family)</b>			
	<b>New One &amp; Two Family Dwellings</b>			
	1 bath	\$312.70		
	2 bath	\$437.78		
	3 bath	\$500.32		
	Each additional bath/kitchen fixture	\$25.02		
	<b>Site Utilities</b>			
	Catch basin or area drain	\$18.76		
	Drywell, leach line, or trench drain	\$18.76		
	Footing drain, first 100'	\$50.03		
	Each additional 100' or part thereof (footing drain)	\$37.52		
	Manufactured home utilities	\$50.03		
	Manholes	\$18.76		
	Rain drain connector	\$18.76		
	Sanitary sewer, first 100'	\$62.54		
	Storm sewer, first 100'	\$62.54		
	Water service, first 100'	\$62.54		
	Each additional 100' or part thereof (sanitary, storm, water service)	\$37.52		
	<b>Fixture or Item</b>			
	Backflow preventer	\$31.27		
	Backwater valve	\$12.51		
	Clothes washer	\$25.02		
	Dishwasher	\$25.02		
	Drinking fountain	\$25.02		
	Ejectors/sump	\$25.02		
	Expansion tank	\$12.51		
	Fixture/sewer cap	\$25.02		
	Floor drain/floor sink/hub	\$25.02		
	Garbage disposal	\$25.02		
	Hose bib	\$25.02		
	Ice maker	\$12.51		
	Interceptor/grease trap	\$25.02		
	Medical gas (value: \$ )	<i>see table</i>		
	Primer	\$12.51		
	Roof drain (commercial)	\$12.51		
	Sink/basin/lavatory	\$25.02		
	Solar units (potable water)	\$62.54		
	Tub/shower/shower pan	\$12.51		

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	Urinal	\$25.02		
	Water closet	\$25.02		
	Water heater	\$37.52		
	Water Piping/DWV	\$56.29		
	Other:	\$25.02		
	Minimum permit fee	\$72.50		
	Plumbing plan review	25% of permit fee		
	<b>Medical Gas Systems</b>			9/24/2002
	<u>Total Valuation:</u>			
	\$1.00 to \$5,000.00	\$72.50 /minimum		
	\$5,000.01 to \$10,000.00	\$72.50 /for the first \$5,000 and \$1.52 /for each additional \$100 or fraction thereof, to and including \$10,000.		
	\$10,000.01 to \$25,000.00	\$148.50 /for the first \$10,000 and \$1.54 /for each additional \$100 or fraction thereof, to and including \$25,000.		
	\$25,000.01 to \$50,000.00	\$379.50 /for the first \$25,000 and \$1.45 /for each additional \$100 or fraction thereof, to and including \$50,000.		
	\$50,000.01 and over	\$742.00 /for the first \$50,000 and \$1.20 /for each additional \$100 or fraction thereof.		
	<b><u>Restricted Energy</u></b>			6/27/2000
	Residential Energy Use, for all systems combined	\$75.00		
	Commercial Energy Use, for each system	\$75.00		
	<b><u>Sanitary Sewer Inspection Fee</u></b>			6/6/2000
	Residential	\$35.00		
	Commercial	\$45.00		
	Industrial	\$75.00		
	<b><u>Site Work/Grading Permit Fees</u></b>			10/1/2009
	<i>Based on project valuation - See Building Permit Fees (New Commercial).</i>			

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	<b><u>Miscellaneous Fees</u></b>			
	Administrative fee to change issued permits, including but not limited to:			
	Address change (minimum charge - one-half hour)	\$90.00 per hour	Dept. Policy	7/1/2014
	Contractor change (minimum charge - one-half hour)	\$90.00 per hour	Dept. Policy	7/1/2014
	Process and handling fee to mail permits with plans	\$5.00	Dept. Policy	7/1/2014
	Fee paid inspections for residential structures pursuant to Title 14, Chapter 16			6/27/2000
	Single & Two Family Dwellings	\$100.00		
	Apartment Houses & Social			
	Care Facilities	\$160.00 /plus \$7 for each dwelling unit in excess of 3		
	Hotels	\$160.00 /plus \$5 for each dwelling unit in excess of 5		
	<b><u>Information Processing &amp; Archiving (IPA) Fee</u></b>	\$2.00 /sheet larger than 11" X 17"		7/1/2010
		\$0.50 /sheet 11" X 17" and smaller		
	<b><u>Investigation Fee</u></b>	\$90.00 per hour (average cost)		1/1/2014
	(minimum charge: one-half hour)			
	<b><u>Phased Occupancy</u></b>	\$200.00		6/27/2000
	<b><u>Permit or Plan Review Extension</u></b>	\$90.00		
	<b><u>Temporary Occupancy</u></b>	\$90.00		
	<b><u>Other Inspections &amp; Fees:</u></b>			
	1. Inspections outside of normal business hours			10/1/2009
	(minimum charge - 2 hours)	\$90.00 per hour		
	2. Reinspection fees	\$90.00 per hour		10/1/2009
	3. Inspections for which no fee is specifically indicated (minimum charge: one-half hour)	\$90.00 per hour		10/1/2009
	4. Additional plan review required by changes, additions or revisions to plans (minimum charge: one-half hour)	\$90.00 per hour		10/1/2009

*Note: A 12% surcharge fee as mandated by the State Building Codes Division is applied to all permit fees, investigation fees and inspection fees listed above.*

Department	Revenue Source	Fee or Charge		Authority	Effective Date
COMMUNITY DEVELOPMENT - DEVELOPMENT SERVICES PLANNING					
	<u>Accessory Residential Units</u>	<del>\$354</del>	\$250	Council policy decision 2016	7/1/2016
	<u>Annexation</u>	<del>\$3,294</del>	\$3,353		7/1/2016
	<u>Appeal</u>				
	Director's Decision (Type II) to Hearings Officer	\$250		Set by Oregon Law [ORS 227.175(10)(b)]	7/1/2011
	Expedited Review (Deposit)	<del>\$359</del>	\$300.00	Set by Oregon Law [ORS 197.375(1)(a)]	7/1/2016
	Hearings Referee	<del>\$599</del>	\$610		7/1/2016
	Planning Commission/Hearing's Officer to City Council	<del>\$3,342</del>	\$3,372		7/1/2016
	<u>Approval Extension</u>	<del>\$354</del>	\$357		7/1/2016
	<u>Colocation (of Wireless Communication Facilities)</u>			TMC 18.798	7/1/2013
	<u>Conditional Use</u>				
	Initial	\$6,558	\$6,676		7/1/2016
	Major Modification	<del>\$6,558</del>	\$6,676		7/1/2016
	Minor Modification	<del>\$748</del>	\$731		7/1/2016
	<u>Design Evaluation Team (DET)</u>				
	<u>Recommendation (deposit)</u>	<del>\$1,834</del>	\$1,864		7/1/2016
	<u>Development Code Provision Review</u>				
	Single-Family Building Plan	<del>\$88</del>	\$90		7/1/2016
	New/Additions/Accessory ( including, but not limited to, garages, carports, porches, patios, decks, storage sheds, awnings, steps and ramps)				
	Commercial/Industrial/Institution - New	<del>\$354</del>	\$357		7/1/2016
	Commercial/Industrial/Institution-- Tenant Improvements in Existing Development				
	Project Valuation up to \$4,999				
	Project Valuation \$5,000 - \$74,999	<del>\$88</del>	\$90		7/1/2016
	Project Valuation \$75,000 - \$149,999	<del>\$220</del>	\$224		7/1/2016
	Project Valuation \$150,000 and more	<del>\$354</del>	\$357		7/1/2016



Department	Revenue Source	Fee or Charge		Authority	Effective Date
	<u>Downtown Review</u>				
	Downtown Review Compliance Letter	\$718	\$123		7/1/2016
	Downtown Design Administrative Review				
	Under \$1,000,000.00	\$1,678	\$1,708 + 0.004 x project valuation		7/1/2016
	\$1,000,000.00 and over (max fee \$25,000.00)	\$6,470	\$6,586 + 0.002 x project valuation		7/1/2016
	Downtown Design Review - Design Review Board	\$3,405	\$3,466 + applicable Type II fee		7/1/2016
	<u>Hearing Postponement</u>	\$399	\$406		7/1/2016
	<u>Historic Overlay/Review District</u>				
	Historic Overlay Designation	\$5,127	\$5,219		7/1/2016
	Removal Historic Overlay Designation	\$5,127	\$5,219		7/1/2016
	Exterior Alteration in Historic Overlay District	\$769	\$783		7/1/2016
	New Construction in Historic Overlay District	\$769	\$783		7/1/2016
	Demolition in Historic Overlay District	\$769	\$783		7/1/2016
	<u>Home Occupation Permit</u>				
	Type I	\$121	\$123		7/1/2016
	Type II	\$718	\$300	Council policy decision 2016	7/1/2016
	<u>Interpretation of the Community Development Code</u>				
	Director's Interpretation	\$718	\$731		7/1/2016
	Appeal to City Council	\$3,312	\$3,372		7/1/2016
	<u>Land Partition</u>				
	Residential and Non-Residential (3 Lots)	\$4,745	\$4,830		7/1/2016
	Residential and Non-Residential (2 Lots)	\$3,946	\$4,017		7/1/2016
	Expedited	\$5,537	\$5,637		7/1/2016
	Final Plat	\$1,102	\$1,122		7/1/2016
	<u>Lot Line Adjustment</u>	\$718	\$731		7/1/2016
	<u>Marijuana Facility Permit</u>	\$701	\$714		7/1/2016
	<u>Minor Modification to an Approved Plan</u>	\$718	\$731		7/1/2016
	<u>Non-Conforming Use Confirmation</u>	\$718	\$731		7/1/2016
	<u>Planned Development</u>				
	Conceptual Plan Review	\$9,286.00		Council policy decision 2016	7/1/2015
	Detailed Plan Review (Concurrent Hearing)	Applicable SDR Fee <del>or Subdivision Fee</del> + \$450	plus \$93.00 per lot	Council policy decision 2016	7/1/2016
	Detailed Plan Review (Separate Hearing)	Applicable SDR Fee <del>or Subdivision Fee</del> + \$2,771	plus \$93.00 per lot	Council policy decision 2016	7/1/2016

Department	Revenue Source	Fee or Charge		Authority	Effective Date
	<u>Pre-Application Conference</u>	<del>\$718</del>			7/1/2016
	Type III or IV		<del>\$718</del>	Council policy decision 2016	7/1/2016
	Type I or Type II		<del>\$300</del>	Council policy decision 2016	7/1/2016
	<u>Sensitive Lands Review</u>				
	With Excessive Slopes/Within Drainage Ways/ Within 100-Year Floodplain (Type I)	<del>\$718</del>	<del>\$731</del>		7/1/2016
	With Excessive Slopes/Within Drainage Ways/ Within Wetlands (Type II)	<del>\$3,150</del>	<del>\$3,207</del>		7/1/2016
	With Excessive Slopes/Within Drainage Ways/ Within Wetlands/Within the 100-Year Floodplain (Type III)	<del>\$3,403</del>	<del>\$3,464</del>		7/1/2016
	<u>Sign Permit</u>				
	Existing and Modification to an Existing Sign (No Size Differential)	<del>\$197</del>	<del>\$201</del>		7/1/2016
	Temporary Sign (Per Sign)	<del>\$62</del>	<del>\$63</del>		7/1/2016
	<u>Site Development Review &amp; Major Modification</u>				
	Under \$1,000,000.00	<del>\$5,564</del>	<del>\$5,664</del>		7/1/2016
	\$1,000,000.00/Over	<del>\$7,228</del>	<del>\$7,358</del>		7/1/2016
		(+\$6.00/per each \$10,000.00 over \$1,000,000.00)			
	Minor Modification	<del>\$718</del>	<del>\$300</del>	Council policy decision 2016	7/1/2016
	<u>Subdivision</u>				
	Preliminary Plat <del>without Planned Development</del>	<del>\$6,424</del>	<del>\$8,890</del>	Council policy decision 2016	7/1/2016
	<del>Preliminary Plat with Planned Development</del>	<del>\$8,890</del>		Council policy decision 2016	7/1/2016
	Expedited Preliminary Plat <del>without</del> <del>—Planned Development</del>	<del>\$7,364</del>	<del>\$7,497</del>		7/1/2016
	<del>Expedited Preliminary Plat with</del> <del>—Planned Development</del>	<del>\$7,365</del>		Council policy decision 2016	7/1/2016
	Final Plat	<del>\$2,221</del>	<del>\$2,261</del>		7/1/2016
	Plat Name Change	<del>\$401</del>	<del>\$408</del>		7/1/2016
	<u>Temporary Use</u>				
	Director's Decision	<del>\$351</del>	<del>\$357</del>		7/1/2016
	Special Exemption/Non-Profit				
	Special Mixed Use-Central Business District Zone Rate				
	1st Temporary Use in a Calendar Year	<del>\$351</del>	<del>\$357</del>		7/1/2016
	2nd Through 5th Temporary Use With Substantially the Same Site Plan Within A Calendar Year	<del>\$62</del>	<del>\$63</del>		7/1/2016

Department	Revenue Source	Fee or Charge		Authority	Effective Date
	<u>Urban Forestry</u>				
	Type I Modification to the Urban Forestry Plan Component of an Approved Land Use Permit	<del>\$694</del>	\$703		7/1/2016
	Type III Discretionary Urban Forestry Plan Review Permit with concurrent Type III review	<del>\$432</del>	\$440		7/1/2016
	Type III Discretionary Urban Forestry Plan Review Permit without concurrent Type III review	<del>\$2,664</del>	\$2,712		7/1/2016
	<u>Variance/Adjustment</u>				
	Administrative Variance	<del>\$769</del>	\$783		7/1/2016
	Development Adjustment	<del>\$354</del>	\$357		7/1/2016
	Special Adjustments				
	Adjustment to a Subdivision	<del>\$354</del>	\$357		7/1/2016
	Reduction of Minimum Residential Density	<del>\$354</del>	\$357		7/1/2016
	Access/Egress Standards Adjustment	<del>\$769</del>	\$783		7/1/2016
	Parking Adjustments				
	Reduction in Minimum or Increase In Maximum Parking Ratio	<del>\$769</del>	\$783		7/1/2016
	Reduction in New or Existing Development/Transit Imprvmnt	<del>\$769</del>	\$783		7/1/2016
	Reduction in Bicycle Parking	<del>\$769</del>	\$783		7/1/2016
	Alternative Parking Garage Layout	<del>\$769</del>	\$783		7/1/2016
	Reduction in Stacking Lane Length	<del>\$354</del>	\$357		7/1/2016
	Sign Code Adjustment	<del>\$769</del>	\$783		7/1/2016
	Street Improvement Adjustment	<del>\$769</del>	\$783		7/1/2016
	Wireless Communication Facility Adjustments				
	Setback from Nearby Residence	<del>\$769</del>	\$783		7/1/2016
	Distance from Another Tower	<del>\$354</del>	\$357		7/1/2016
	<u>Zoning Map/Text Amendment</u>				
	Legislative - Comprehensive Plan	<del>\$11,043</del>	\$11,211		7/1/2016
	Legislative - Community Development Code	<del>\$4,496</del>	\$4,577		7/1/2016
	Quasi-Judicial	<del>\$4,143</del>	\$4,218		7/1/2016
	<u>Zoning Analysis (Detailed)</u>	<del>\$718</del>	\$731		7/1/2016
	<u>Zoning Inquiry Letter (Simple)</u>	<del>\$405</del>	\$407		7/1/2016

Department	Revenue Source	Fee or Charge	Authority	Effective Date
<b>COMMUNITY DEVELOPMENT - MISCELLANEOUS FEES &amp; CHARGES</b>				
	<u>Plan Copies</u>	\$2.50		7/1/2007
	<u>Community Development Code</u>			
	CD Rom	\$10.00		
	<u>Tigard Comprehensive Plan</u>			
		\$75.00		7/1/2011
	<u>GIS Maps*</u>			
	8-1/2" x 11"			
	Non Aerial	\$2.50		7/1/2011
	Aerial	\$4.00		7/1/2011
	11" x 17"			
	Non Aerial	\$5.00		7/1/2011
	Aerial	\$7.00		7/1/2011
	17" x 22"			
	Non Aerial	\$11.00		7/1/2011
	Aerial	\$15.00		7/1/2011
	34" x 44"			
	Non Aerial	\$25.00		7/1/2011
	Aerial	\$30.00		7/1/2011
	Custom Maps	Staff Hourly Rate		
	<u>Information Processing &amp; Archiving (IPA) Fee</u>			
	Temporary Sign	\$5.00		7/1/2010
	Type I Review	\$18.00		7/1/2010
	Type II Review	\$175.00		7/1/2010
	Type III Review	\$200.00		7/1/2010
	Type IV Review	\$200.00		7/1/2010
	<u>Neighborhood Meeting Signs (Land Use)</u>	\$2.00		1997
	<u>Oversize Load Permit</u>	\$200.00		7/1/2005
	<u>Planimetric Maps</u>			
	Blue line print - quarter section	\$5.00		
	Mylar - quarter section	\$150.00	/+ reproduction cost	
	<u>Retrieval of Materials Confiscated in ROW</u>			
	Lawn and A-board signs	\$40.00	/sign	7/1/2010
	Other signs and materials (based on size and value)		City Manager's Discretion (per TMC 7.61.035 Ord 10-06)	7/1/2010
	<u>Tigard Transportation System Plan</u>	\$75.00		7/1/2011
	<u>Washington Square Regional Center</u>			1999
	Task Force Recommendations	\$10.00		
	Master Plan Map (Zoning/Plan)	\$2.50		

Per Ord 03-59, fee is adjusted yearly based on the Construction Cost Index for the City of Seattle as published in the April issue of Engineering News Record.

Department	Revenue Source	Fee or Charge		Authority	Effective Date
COMMUNITY DEVELOPMENT - MISCELLANEOUS DEVELOPMENT					
	<b>Blasting Permit*</b>	<del>\$373</del>	\$380		7/1/ <del>2015</del> 2016
	<b>Fee in Lieu of Sewer</b> (MU-CBD zone only)	Based on actual cost of sewer connection, if sewer was available the current Washington County Assessor-determined real market value of the land (not improvements) by 10%.			1998
	<b>Sanitary Sewer Connection Fee</b> (This fee is determined by Clean Water Services. The City of Tigard receives 3.99% of fees collected.)	<del>\$5,100</del>	\$5,300 /dwelling unit		7/1/ <del>2015</del> 2016
	<b>Water Quality Facility Fee (Fee set by Clean Water Services)</b> (City receives 100% of fees collected)				6/6/2000
	Residential Single Family	\$225	/unit		
	Commercial & Multi-family	\$225	/2,640 sq. ft of additional impervious surface		
	<b>Water Quantity Facility Fee (Fee set by Clean Water Services)</b> (City receives 100% of fees collected)				6/6/2000
	Residential Single Family	\$275	/unit		
	Commercial & Multi-family	\$275	/2,640 sq. ft of additional impervious surface		
	<b>Metro Construction Excise Tax</b> (City will retain 5% for administrative expenses) (Tax set by Metro, but collected by cities)	12% of building permits for projects with a total valuation of \$100,001 or more; not to exceed \$12,000.			7/1/2006
	<b>School District Construction Excise Tax</b> (City will retain 4% for administrative expenses) (Tax set by school districts based on ORS 320.170-189 and collected by cities)				
	<b>Beaverton School District</b>	<del>\$1.17</del>	\$1.23 /sq. ft. residential construction	ORS 320.170-189	7/1/ <del>2015</del> 2016
		<del>\$0.58</del>	\$0.61 /sq. ft. non-residential construction	ORS 320.170-189	7/1/ <del>2015</del> 2016
			Non-residential maximum per building permit or per structure, whichever is less	ORS 320.170-189	7/1/2016
	<b>Tigard-Tualatin School District</b>	<del>\$1.14</del>	\$1.20 /sq. ft. residential construction	ORS 320.170-189	<del>7/1/2014</del> 9/1/2015
		<del>\$0.57</del>	\$0.60 /sq. ft. non-residential construction	ORS 320.170-189	<del>7/1/2014</del> 9/1/2015
			Non-residential maximum per building permit or per structure, whichever is less	ORS 320.170-189	9/1/2015

Department	Revenue Source	Fee or Charge	Authority	Effective Date
COMMUNITY DEVELOPMENT - MISCELLANEOUS DEVELOPMENT				
	<b>Urban Forestry*</b>			
	Hazard Tree Dispute Resolution Fee	\$169	\$172 + \$55.00 each additional tree	7/1/2016
	In Lieu of Planting Fees (Planting & 3 Year Maintenance)			
	Street Tree	\$550	\$560 per 1.5" caliper tree	7/1/2016
	Open Grown Tree	\$550	\$560 per 1.5" caliper tree	7/1/2016
	Stand Grown Tree	\$392	\$399 per tree 2' in height or 1 gallon container	7/1/2016
	Tree Permit Fees (Complex)			
	City Board or Committee			3/1/2013
	City Manager			3/1/2013
	Tree Canopy Fee		per square foot of tree canopy	3/1/2013
	Urban Forest Inventory Fees			
	Open Grown Tree	\$154	\$154 + \$28.00 each additional tree	7/1/2016
	Stand of Trees	\$200	\$204 + \$44.00 each additional stand	7/1/2016
	Tree Establishment Bond (Planting & Early Establishment)			
	1.5" Caliper Minimum Street or Open Grown Tree in Subdivisions or Minor Land Partitions	\$504	\$510 per tree	7/1/2016
	1.5" Caliper Minimum Street or Open Grown Tree in Land Use Review Types other than Subdivisions or Minor Land Partitions	\$452	\$460 per tree	7/1/2016
	2' in Height or 1 Gallon Container Minimum Stand Grown Tree in Subdivisions or Minor Land Partitions	\$376	\$383 per tree	7/1/2016
	2' in Height or 1 Gallon Container Minimum Stand Grown Tree in Land Use Review Types other than Subdivisions or Minor Land Partitions	\$359	\$365 per tree	7/1/2016
	<b>Vacation (Streets and Public Access)*</b>	\$2,657	\$2,705 /deposit + actual costs	7/1/2016
<p>* Per Ord 03-59, fee is adjusted yearly based on the Construction Cost Index for the City of Seattle as published in the April issue of Engineering News Record.</p> <p>**\$307.00 per tree up to and including 10 trees. If over 10 trees, the applicant submits a deposit of \$307.00 for each tree over 10 trees up to a maximum of \$5000.00. The applicant is charged actual staff time to process the permit and will be refunded the balance of the deposit if any remains after the review is complete</p>				

Department	Revenue Source	Fee or Charge	Authority	Effective Date
<b>PUBLIC WORKS - DEVELOPMENT ENGINEERING</b>				
	<u>Addressing Assignment Fee</u>	\$50.00	Res. 99-08	10/29/2003
	<u>Erosion Control Inspection Fee</u>			
	<u>With Development</u>			
	Construction Cost Estimate \$0-\$25,000	\$80.70	IGA w/ Clean Water Service	7/1/2014
	Construction Cost Estimate \$25,001-\$50,000	\$107.60		7/1/2014
	Construction Cost Estimate \$50,001-\$100,000	\$161.40		7/1/2014
	Construction Cost Estimate over \$100,000	\$161.40 plus \$75 per \$100,000 or fraction thereof exceeding the first \$100,000		7/1/2014
	<u>Without Development</u>			
	0-0.99acres	\$322.80		7/1/2014
	1acre or greater	\$322.80 plus \$150 per acre or fraction thereof		7/1/2014
	Reinspection Fee	\$96.84 per hour with a minimum of 1 hour		7/1/2014
	Plan Check	included in inspection fee		7/1/2014
	Plan Resubmittal Review	\$96.84 per hour with a minimum of 1/2 hour		7/1/2014
	<u>Fee In Lieu Of Bicycle Striping</u>			
	8-inch white stripe	\$2.69 /linear foot of frontage		7/1/2014
	Bike lane legends	\$188.30 /each		7/1/2014
	Directional mini-arrows	\$107.60 /each		7/1/2014
	Mono-directional reflective markers	\$4.30 /each		7/1/2014
	<u>Fee In Lieu Of Undergrounding</u>	\$35.00 /lineal feet of frontage	CDC 18.180.120	10/29/2003
	<u>Public Facility Improvement Permit</u>	2% plan review plus 5% of estimated cost of public improvement with a \$300 minimum		7/1/2009 7/1/2005
	<u>Reimbursement District Application Fee</u>	\$300.00		1/27/1998
	<u>Reimbursement District Fee</u>	Not to Exceed \$6,000.00 unless reimbursement fee exceeds \$15,000.00. Any amount over \$15,000.00 shall be reimbursed by the owner; \$6,000.00 limit valid for only 3 years from Council approval of district cost.	Res. 98-03	7/1/2001
	<u>Streetlight Energy &amp; Maintenance Fee</u>	Based upon PGE Schedule #95 Option "A" for the first two years costs	PGE	2000
	<u>Traffic/Pedestrian Signs</u>	Cost of materials and labor	Dept. Policy with Council Direction	2/7/2002

Department	Revenue Source	Fee or Charge	Authority	Effective Date
PUBLIC WORKS - UTILITIES				
	<u>Booster Pump Charge</u>			
	Meter Size (diameter inches)			
	5/8 x 3/4	\$4.86 /monthly		1/1/2014
		\$5.15 /monthly		1/1/2015
	3/4 x 3/4	\$7.00 /monthly		1/1/2014
		\$7.42 /monthly		1/1/2015
	1	\$12.95 /monthly		1/1/2014
		\$13.72 /monthly		1/1/2015
	1.5	\$38.83 /monthly		1/1/2014
		\$41.16 /monthly		1/1/2015
	2	\$63.04 /monthly		1/1/2014
		\$66.82 /monthly		1/1/2015
	3	\$111.16 /monthly		1/1/2014
		\$117.83 /monthly		1/1/2015
	4	\$227.97 /monthly		1/1/2014
		\$241.65 /monthly		1/1/2015
	6	\$242.67 /monthly		1/1/2014
		\$257.23 /monthly		1/1/2015
	8	\$388.27 /monthly		1/1/2014
		\$411.57 /monthly		1/1/2015
	10	\$758.59 /monthly		1/1/2014
		\$804.11 /monthly		1/1/2015
	12	\$1,092.36 /monthly		1/1/2014
		\$1,157.91 /monthly		1/1/2015



Department	Revenue Source	Fee or Charge	Authority	Effective Date
	<b>Customer Charge</b>			
	<i>(Basic fee charged to customers to have the City deliver water.)</i>			
	<b>Meter Size (diameter inches)</b>			
	<b>5/8 x 3/4</b>	<del>\$25.83</del> /monthly		<del>1/1/2015</del>
		\$26.67 /monthly		1/1/2016
		\$27.54 /monthly		1/1/2017
		\$28.44 /monthly		1/1/2018
		\$29.36 /monthly		1/1/2019
	<b>3/4 x 3/4</b>	<del>\$37.21</del> /monthly		<del>1/1/2015</del>
		\$38.42 /monthly		1/1/2016
		\$39.67 /monthly		1/1/2017
		\$40.96 /monthly		1/1/2018
		\$42.29 /monthly		1/1/2019
	<b>1</b>	<del>\$57.96</del> /monthly		<del>1/1/2015</del>
		\$59.84 /monthly		1/1/2016
		\$61.78 /monthly		1/1/2017
		\$63.79 /monthly		1/1/2018
		\$65.86 /monthly		1/1/2019
	<b>1.5</b>	<del>\$153.05</del> /monthly		<del>1/1/2015</del>
		\$158.02 /monthly		1/1/2016
		\$163.16 /monthly		1/1/2017
		\$168.46 /monthly		1/1/2018
		\$173.93 /monthly		1/1/2019
	<b>2</b>	<del>\$248.32</del> /monthly		<del>1/1/2015</del>
		\$256.39 /monthly		1/1/2016
		\$264.72 /monthly		1/1/2017
		\$273.32 /monthly		1/1/2018
		\$282.20 /monthly		1/1/2019

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	3	<del>\$488.77</del> /monthly		<del>1/1/2015</del>
		\$504.66 /monthly		1/1/2016
		\$521.06 /monthly		1/1/2017
		\$537.99 /monthly		1/1/2018
		\$555.47 /monthly		1/1/2019
	4	<del>\$928.43</del> /monthly		<del>1/1/2015</del>
		\$958.60 /monthly		1/1/2016
		\$989.75 /monthly		1/1/2017
		\$1,021.92 /monthly		1/1/2018
		\$1,055.13 /monthly		1/1/2019
	6	<del>\$1,041.00</del> /monthly		<del>1/1/2015</del>
		\$1,074.83 /monthly		1/1/2016
		\$1,109.76 /monthly		1/1/2017
		\$1,145.83 /monthly		1/1/2018
		\$1,183.07 /monthly		1/1/2019
	8	<del>\$1,625.84</del> /monthly		<del>1/1/2015</del>
		\$1,678.68 /monthly		1/1/2016
		\$1,733.24 /monthly		1/1/2017
		\$1,789.57 /monthly		1/1/2018
		\$1,847.73 /monthly		1/1/2019
	10	<del>\$3,000.08</del> /monthly		<del>1/1/2015</del>
		\$3,097.58 /monthly		1/1/2016
		\$3,198.25 /monthly		1/1/2017
		\$3,302.19 /monthly		1/1/2018
		\$3,409.51 /monthly		1/1/2019
	12	<del>\$4,244.91</del> /monthly		<del>1/1/2015</del>
		\$4,382.87 /monthly		1/1/2016
		\$4,525.31 /monthly		1/1/2017
		\$4,672.38 /monthly		1/1/2018
		\$4,824.23 /monthly		1/1/2019
	<b>Final Notification Process Fee</b>	\$30.00 /per instance		7/1/2009

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	<b>Fire Hydrant Flow Test</b>	<del>\$325.00</del>	<b>\$375.00</b> /test	<del>12/9/2008</del> 7/1/2016
	<b>Fire Hydrant Usage - Temporary</b>			
	3" hydrant meter deposit*	\$650.00		9/1/2002
	*Deposit is refundable if returned in good condition			
	Hook-up service	\$50.00		2/27/2001
	Continued use	\$50.00 /month		2/27/2001
	Consumption	Current irrigation water usage rate per 100 cubic feet of water used		9/1/2002
	<b>Fire Rates (Sprinklers)</b>			
	<b>6" or smaller</b>	<del>\$18.16</del>	<b>\$18.49</b> /month	7/1/ <del>2015</del> 2016
	<b>8" or larger</b>	<del>\$24.03</del>	<b>\$24.46</b> /month	7/1/ <del>2015</del> 2016
	<b>Fire Service Connection</b>	\$1,495.29 /+ 12% fee based on construction costs.		7/1/2015
	<b>Meter Disconnection</b>	Actual labor and material costs + 10%		9/1/2002
	<b>Meter Installation Fees</b>			
	5/8" x 3/4" Meter	<del>\$350.00</del>	<b>\$356.00</b>	<del>9/1/2011</del> 7/1/2016
	3/4" x 3/4" Meter	<del>\$400.00</del>	<b>\$407.00</b>	<del>10/1/2011</del> 7/1/2016
	1" Meter	<del>\$550.00</del>	<b>\$560.00</b>	<del>9/1/2011</del> 7/1/2016
	1 1/2" Meter	<del>\$850.00</del>	<b>\$865.00</b>	<del>9/1/2011</del> 7/1/2016
	2" Meter	<del>\$1,100.00</del>	<b>\$1,120.00</b>	<del>9/1/2011</del> 7/1/2016
	3" or more Meter	Actual labor & materials + 10%		9/1/2011
	<b>Meter Out-of-Order Test</b>	Meter calibration cost + actual labor and material costs + 10%		9/1/2002
	<b>Sanitary Sewer Service (Fee set by Clean Water Services)</b>			
	(City receives 20% of fees collected)			
	Base Charge	<del>\$26.63</del>	<b>\$27.45</b> /dwelling unit/month	7/1/ <del>2015</del> 2016
	Use Charge	<del>\$1.77</del>	<b>\$1.82</b> /100 cubic feet/month for individual customer winter average	7/1/ <del>2015</del> 2016
	<b>Tigard Sewer Surcharge</b>		<b>\$2.07 /dwelling unit/month</b>	10/1/2016
	<b>Service Installation Fees</b>			
	Single Trench - Single Residential Service	<del>\$3,630.00</del>	<b>\$3,695.00</b> includes labor & materials	<del>10/1/2011</del> 7/1/2016
	1 1/2" Meter and greater	Actual labor and material costs + 10%		10/1/2011
	<b>Storm and Surface Water (Fee set by Clean Water Services)</b>			
	(City retains 75% of Service Charge fees collected)			
	(City retains 100% of its Surcharge fees collected)			
	Service Charge	<del>\$7.25</del>	<b>\$7.75</b> /ESU/month	7/1/ <del>2015</del> 2016
	Tigard Stormwater Surcharge	\$2.00 /ESU/month		7/1/2009
	<b>Water Bacteriological Quality Testing</b>			
	Cost per test	<del>\$60.00</del>	<b>\$65.00</b>	<del>7/1/2008</del> 7/1/2016

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	<b><u>Water Disconnection Charge for Non-payment</u></b>			
	During business hours	\$50.00		2/27/2001
	<b><u>Water Line Construction - New Development</u></b>	12% of Actual Cost		2/27/2001
	<b><u>Water Main Extension</u></b>			
	Designed and installed by others	12% of Actual Cost		9/1/2002
	<b><u>Water Usage Charges</u></b>			
	<b>Residential</b>			
	Tier 1	<del>\$3.34 /100 cubic feet of water</del>		<del>1/1/2015</del>
	Tier 2	<del>\$4.88 /100 cubic feet of water</del>		<del>1/1/2015</del>
	Tier 3	<del>\$5.58 /100 cubic feet of water</del>		<del>1/1/2015</del>
	Tier 1	\$3.45 /100 cubic feet of water		1/1/2016
	Tier 2	\$5.04 /100 cubic feet of water		1/1/2016
	Tier 3	\$5.76 /100 cubic feet of water		1/1/2016
	Tier 1	\$3.56 /100 cubic feet of water		1/1/2017
	Tier 2	\$5.20 /100 cubic feet of water		1/1/2017
	Tier 3	\$5.95 /100 cubic feet of water		1/1/2017
	Tier 1	\$3.68 /100 cubic feet of water		1/1/2018
	Tier 2	\$5.37 /100 cubic feet of water		1/1/2018
	Tier 3	\$6.14 /100 cubic feet of water		1/1/2018
	Tier 1	\$3.80 /100 cubic feet of water		1/1/2019
	Tier 2	\$5.54 /100 cubic feet of water		1/1/2019
	Tier 3	\$6.34 /100 cubic feet of water		1/1/2019
	<b>Multi-Family</b>			
	Tier 1	<del>\$2.78 /100 cubic feet of water</del>		<del>1/1/2015</del>
	Tier 2	<del>\$4.06 /100 cubic feet of water</del>		<del>1/1/2015</del>
	Tier 3	<del>\$4.65 /100 cubic feet of water</del>		<del>1/1/2015</del>
	Tier 1	\$2.87 /100 cubic feet of water		1/1/2016
	Tier 2	\$4.19 /100 cubic feet of water		1/1/2016
	Tier 3	\$4.80 /100 cubic feet of water		1/1/2016
	Tier 1	\$2.96 /100 cubic feet of water		1/1/2017
	Tier 2	\$4.33 /100 cubic feet of water		1/1/2017
	Tier 3	\$4.96 /100 cubic feet of water		1/1/2017
	Tier 1	\$3.06 /100 cubic feet of water		1/1/2018
	Tier 2	\$4.47 /100 cubic feet of water		1/1/2018
	Tier 3	\$5.12 /100 cubic feet of water		1/1/2018
	Tier 1	\$3.16 /100 cubic feet of water		1/1/2019
	Tier 2	\$4.62 /100 cubic feet of water		1/1/2019
	Tier 3	\$5.29 /100 cubic feet of water		1/1/2019

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	Commercial	Tier 1	<del>\$3.44 /100 cubic feet of water</del>	<del>1/1/2014</del>
		Tier 2	<del>\$5.01 /100 cubic feet of water</del>	<del>1/1/2014</del>
		Tier 3	<del>\$5.73 /100 cubic feet of water</del>	<del>1/1/2014</del>
		Tier 1	<del>\$3.80 /100 cubic feet of water</del>	<del>1/1/2015</del>
		Tier 2	<del>\$5.54 /100 cubic feet of water</del>	<del>1/1/2015</del>
		Tier 3	<del>\$6.33 /100 cubic feet of water</del>	<del>1/1/2015</del>
		Tier 1	\$3.92 /100 cubic feet of water	1/1/2016
		Tier 2	\$5.72 /100 cubic feet of water	1/1/2016
		Tier 3	\$6.54 /100 cubic feet of water	1/1/2016
		Tier 1	\$4.05 /100 cubic feet of water	1/1/2017
		Tier 2	\$5.91 /100 cubic feet of water	1/1/2017
		Tier 3	\$6.75 /100 cubic feet of water	1/1/2017
		Tier 1	\$4.18 /100 cubic feet of water	1/1/2018
		Tier 2	\$6.10 /100 cubic feet of water	1/1/2018
		Tier 3	\$6.97 /100 cubic feet of water	1/1/2018
		Tier 1	\$4.32 /100 cubic feet of water	1/1/2019
		Tier 2	\$6.30 /100 cubic feet of water	1/1/2019
		Tier 3	\$7.20 /100 cubic feet of water	1/1/2019
	Industrial	Uniform Rate	<del>\$5.29 /monthly</del>	<del>1/1/2015</del>
			\$5.46 /monthly	1/1/2016
			\$5.64 /monthly	1/1/2017
			\$5.82 /monthly	1/1/2018
			\$6.01 /monthly	1/1/2019
	Irrigation	Uniform Rate	<del>\$7.51 /monthly</del>	<del>1/1/2015</del>
			\$7.75 /monthly	1/1/2016
			\$8.00 /monthly	1/1/2017
			\$8.26 /monthly	1/1/2018
			\$8.53 /monthly	1/1/2019

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	Tiered Rate Structure Thresholds (100 cubic feet of water)			
	<b>Meter Size</b>			
	<b>5/8 x 3/4</b>	Tier 1	6 ccf	
		Tier 2	15 ccf	
		Tier 3	over 15 ccf	
	<b>3/4 x 3/4</b>	Tier 1	9 ccf	
		Tier 2	22 ccf	
		Tier 3	over 22 ccf	
	<b>1</b>	Tier 1	16 ccf	
		Tier 2	40 ccf	
		Tier 3	over 40 ccf	
	<b>1.5</b>	Tier 1	48 ccf	
		Tier 2	120 ccf	
		Tier 3	over 120 ccf	
	<b>2</b>	Tier 1	78 ccf	
		Tier 2	195 ccf	
		Tier 3	over 195 ccf	
	<b>3</b>	Tier 1	137 ccf	
		Tier 2	344 ccf	
		Tier 3	over 344 ccf	
	<b>4</b>	Tier 1	282 ccf	
		Tier 2	705 ccf	
		Tier 3	over 705 ccf	
	<b>6</b>	Tier 1	300 ccf	
		Tier 2	750 ccf	
		Tier 3	over 750 ccf	
	<b>8</b>	Tier 1	480 ccf	
		Tier 2	1,200 ccf	
		Tier 3	over 1,200 ccf	
	<b>10</b>	Tier 1	938 ccf	
		Tier 2	2,345 ccf	
		Tier 3	over 2,345 ccf	
	<b>12</b>	Tier 1	1,350 ccf	
		Tier 2	3,376 ccf	
		Tier 3	over 3,376 ccf	
	<b><u>Street Maintenance Fee (TMC 15.20)</u></b>			
	Monthly Residential Rate - Single and Multi-Family	\$5.30	/ unit	Ord. 16-07
	Monthly Non-Residential Rate	\$1.86	/per min required parking space	7/1/2016
	Monthly Residential Rate - Single and Multi-Family	\$6.56	/ unit	1/1/2017
	Monthly Non-Residential Rate	\$2.15	/per min required parking space	1/1/2017
	Staff Review	No Charge		
	City Council Written Appeal Filing Fee	\$300.00		
	<b>Tigard Transportation Utility Fee (River Terrace)</b>	<b>\$5.00</b>	<b>/ month</b>	<b>Res. 14-66</b>
				10/1/2016

Department	Revenue Source	Fee or Charge	Revised Fees	Authority	Effective Date
<b>PUBLIC WORKS - PARKS &amp; RECREATION</b>					
	<b><u>Community Garden Plot Rental</u></b>				
	Large	\$40.00	/year		7/1/2010
	Small	\$20.00	/year		7/1/2010
	<b><u>Park Reservation Fees</u></b>				
	Application Fee				
	Resident	\$25.00	/per event		7/1/2010
	Non-Resident	\$50.00	/per event		7/1/2010
	Rental Change Fee	\$15.00	/per event		7/1/2011
	Organized Group Event Processing Fee	\$50.00	/per event		7/1/2012
	Event Monitor	\$15.00	/hour		7/1/2012
	Special Use/Alcohol Permit Fee	\$25.00	/per event		7/1/2010
	<i>(Fee assessed at time of reservation)</i>				
	Special Event Permit Fee (First 3 hours)	\$75.00	0 to 100 people		7/1/2013
		\$175.00	101 to 200 people		7/1/2013
		\$275.00	201 to 500 people		7/1/2013
		\$475.00	501 to 2000 people		7/1/2013
		\$1,000.00	2001 and more		7/1/2013
	(Each Additional Hour)	\$25.00	0 to 100 people		7/1/2013
		\$55.00	101 to 200 people		7/1/2013
		\$90.00	201 to 500 people		7/1/2013
		\$155.00	501 to 2000 people		7/1/2013
		\$330.00	2001 and more		7/1/2013
	Shelter Rental Fees (2 hour minimum)				
	Shelter #2				
	Resident	\$35.00	/hour		7/1/2012
	Non-Resident	\$70.00	/hour		7/1/2012
	Shelter #1, #3, #4, Bishop/Scheckla Pavilion, & Summerlake				
	Resident	\$25.00	/hour		7/1/2012
	Non-Resident	\$50.00	/hour		7/1/2012
	Soccer/Ball Field Rental Fee (2 hour minimum)				
	Resident	\$10.00	/hour		7/1/2010
	Non-Resident	\$20.00	/hour		7/1/2010
	Refundable Security/Cleaning Deposit	May be required for some events to mitigate possible cleanup and/or damages.	Not to exceed \$400		7/1/2010

Revenue Source	Fee or Charge	AuthEffective Date
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### Solid Waste Collection Rates

#### Residential Cart Collections

<b>Recycling only</b> (carts & yard debris cart)	\$13.38	7/1/2015
(recycling cart only)	\$7.17	7/1/2015
(yard debris only)	\$6.21	7/1/2015
<b>Mini cart (20 gal)</b> with yard debris	\$21.51	7/1/2015
without yard debris	\$19.10	7/1/2015
<b>Cart (32 gal)</b> with yard debris	\$24.50	7/1/2015
without yard debris	\$21.99	7/1/2015
<b>Cart (60 gal)</b> with yard debris	\$36.43	7/1/2015
<b>Cart (90 gal)</b> with yard debris	\$43.50	7/1/2015
<b>On-call service</b> (mixed waste, recycling cart and yard debris)	\$12.25	7/1/2015

#### Commercial Cart Collections

20 gallon	\$21.51	7/1/2015
32 gallon	\$24.50	7/1/2015
60 gallon	\$36.43	7/1/2015
90 gallon	\$43.50	7/1/2015

#### Commercial Container Collections

	Every other Week	Weekly Collection Frequency					
		One	Two	Three	Four	Five	
One yard	\$65.46	\$106.94	\$199.95	\$289.35	\$378.76	\$468.39	7/1/2015
Each additional		\$70.14	\$135.29	\$200.30	\$265.32	\$330.48	7/1/2015
One and 1/2 yards	\$77.02	\$137.33	\$253.46	\$369.49	\$485.53	\$601.67	7/1/2015
Each additional		\$97.13	\$188.80	\$280.45	\$372.08	\$463.76	7/1/2015
Two yards	\$90.29	\$164.37	\$307.03	\$449.68	\$592.32	\$734.96	7/1/2015
Each additional		\$124.19	\$242.38	\$360.63	\$478.88	\$597.05	7/1/2015
Three yards	\$116.90	\$218.29	\$414.16	\$609.93	\$805.73	\$1,001.62	7/1/2015
Each additional		\$178.09	\$349.50	\$520.89	\$692.29	\$863.70	7/1/2015
Four yards	\$143.53	\$272.22	\$521.35	\$770.25	\$1,019.15	\$1,271.73	7/1/2015
Each additional		\$232.61	\$456.69	\$681.19	\$905.72	\$1,130.37	7/1/2015
Five yards	\$170.02	\$326.20	\$628.34	\$930.49	\$1,232.64	\$1,534.80	7/1/2015
Each additional		\$286.01	\$563.71	\$841.44	\$1,119.19	\$1,396.89	7/1/2015
Six yards	\$196.66	\$379.85	\$735.25	\$1,090.52	\$1,445.79	\$1,801.17	7/1/2015
Each additional		\$339.67	\$670.59	\$1,001.45	\$1,332.34	\$1,663.28	7/1/2015



Revenue Source	Fee or Charge						Effective Date
Eight yards	\$249.78	\$488.69	\$950.33	\$1,411.99	\$1,873.62	\$2,335.28	7/1/2015
Each additional		\$448.51	\$885.68	\$1,322.94	\$1,760.18	\$2,197.36	7/1/2015
1 yard compacted		\$240.61	\$449.90	\$651.05	\$851.15	\$1,053.91	7/1/2015
2 yard compacted		\$369.85	\$690.81	\$1,011.79	\$1,332.74	\$1,653.69	7/1/2015
3 yard compacted		\$491.14	\$931.84	\$1,372.31	\$1,812.85	\$2,253.58	7/1/2015
4 yard compacted		\$612.49	\$1,173.03	\$1,733.06	\$2,293.08	\$2,861.37	7/1/2015
<b><u>Drop Box Collections</u></b>							7/1/2015
10 Cubic Yard Container		\$143.38					7/1/2015
20 Cubic Yard Container		\$143.38					7/1/2015
30 Cubic Yard Container		\$143.38					7/1/2015
40 Cubic Yard Container		\$143.38					7/1/2015
All Compactors		\$149.80					7/1/2015
Delivery		\$72.76					
<b><u>Demurrage</u></b>							
20 Cubic Yard Container		\$5.35	10/20 Yard Box after 48 hours				7/1/2015
30 Cubic Yard Container		\$7.06	30 Yard Box after 48 hours				7/1/2015
40 Cubic Yard Container		\$7.06	40 Yard Box after 48 hours				7/1/2015
All Compactors		\$8.56	Drop Box with Lid				7/1/2015
Delivery							
<i>Service Fee plus actual disposal cost and franchise fee</i>							
<b><u>Medical Waste Collections</u></b>							7/1/2015
On-Site Pick-up Charge		\$30.50	Rate is the on-site collection				7/1/2015
Disposal Cost per 17 to 31 gallon unit		\$21.74	charge plus the disposal cost per				7/1/2015
Disposal Cost per 43 gallon unit		\$26.34	medical container unit				
<b><u>Miscellaneous Service Rates</u></b>							7/1/2015
Extra mixed waste per cart - overload fee (based on 32 gallon capacity)		\$4.28	/occurrence				7/1/2015
Extra yard debris (manual up to 32 gallon)		\$3.21	/occurrence				7/1/2015
Additional yard debris service (second 60 gallon cart)		\$3.75	/occurrence				7/1/2015
Call back/return for pick up of inaccessible cart per service call		\$12.84	/occurrence				7/1/2015
Yard service rate - extra distance away from curb after first 5 feet		\$4.28	/occurrence				7/1/2015
Special service fees		\$77.04	/occurrence				7/1/2014
Account reinstatement fee		\$30.00	/occurrence				7/1/2014
NSF check fee		\$35.00	/occurrence				
Tire disposal			Hourly Rate + disposal fee				

Revenue Source	Fee or Charge	AuthEffective Date					
<u>Solid Waste Compactor Permit</u>	\$100.00	Res. 91-76					
<u>Solid Waste Collection Rates</u>	1.5% increase						
<u>Residential Cart Collections</u>							
Recycling only (carts & yard debris cart)	\$13.58	1/1/2017					
(recycling cart only)	\$7.28	1/1/2017					
(yard debris only)	\$6.30	1/1/2017					
Mini cart (20 gal) with yard debris	\$21.83	1/1/2017					
without yard debris	\$19.39	1/1/2017					
Cart (32 gal) with yard debris	\$24.87	1/1/2017					
without yard debris	\$22.32	1/1/2017					
Cart (60 gal) with yard debris	\$36.98	1/1/2017					
Cart (90 gal) with yard debris	\$44.15	1/1/2017					
On-call service (mixed waste, recycling cart and yard debris	\$12.43	1/1/2017					
<u>Commercial Cart Collections</u>							
20 gallon	\$21.83	1/1/2017					
32 gallon	\$24.87	1/1/2017					
60 gallon	\$36.98	1/1/2017					
90 gallon	\$44.15	1/1/2017					
	Weekly Collection Frequency						
	Every other Week	One	Two	Three	Four	Five	
One yard	\$66.44	\$108.54	\$202.95	\$293.69	\$384.44	\$475.42	1/1/2017
Each additional		\$71.19	\$137.32	\$203.30	\$269.30	\$335.44	1/1/2017
One and 1/2 yards	\$78.18	\$139.39	\$257.26	\$375.03	\$492.81	\$610.70	1/1/2017
Each additional		\$98.59	\$191.63	\$284.66	\$377.66	\$470.72	1/1/2017
Two yards	\$91.64	\$166.84	\$311.64	\$456.43	\$601.20	\$745.98	1/1/2017
Each additional		\$126.05	\$246.02	\$366.04	\$486.06	\$606.01	1/1/2017
Three yards	\$118.65	\$221.56	\$420.37	\$619.08	\$817.82	\$1,016.64	1/1/2017
Each additional		\$180.76	\$354.74	\$528.70	\$702.67	\$876.66	1/1/2017
Four yards	\$145.68	\$276.30	\$529.17	\$781.80	\$1,034.44	\$1,290.81	1/1/2017
Each additional		\$236.10	\$463.54	\$691.41	\$919.31	\$1,147.33	1/1/2017
Five yards	\$172.57	\$331.09	\$637.77	\$944.45	\$1,251.13	\$1,557.82	1/1/2017
Each additional		\$290.30	\$572.17	\$854.06	\$1,135.98	\$1,417.84	1/1/2017
Six yards	\$199.61	\$385.55	\$746.28	\$1,106.88	\$1,467.48	\$1,828.19	1/1/2017

Revenue Source	Fee or Charge					AuthEffective Date	
Each additional		\$344.77	\$680.65	\$1,016.47	\$1,352.33	\$1,688.23	1/1/2017
Eight yards	\$253.53	\$496.02	\$964.58	\$1,433.17	\$1,901.72	\$2,370.31	1/1/2017
Each additional		\$455.24	\$898.97	\$1,342.78	\$1,786.58	\$2,230.32	1/1/2017
1 yard compacted		\$244.22	\$456.65	\$660.82	\$863.92	\$1,069.72	1/1/2017
2 yard compacted		\$375.40	\$701.17	\$1,026.97	\$1,352.73	\$1,678.50	1/1/2017
3 yard compacted		\$498.51	\$945.82	\$1,392.89	\$1,840.04	\$2,287.38	1/1/2017
4 yard compacted		\$621.68	\$1,190.63	\$1,759.06	\$2,327.48	\$2,904.29	1/1/2017
<b><u>Drop Box Collections</u></b>							
10 Cubic Yard Container			\$145.53				1/1/2017
20 Cubic Yard Container			\$145.53				1/1/2017
30 Cubic Yard Container			\$145.53				1/1/2017
40 Cubic Yard Container			\$145.53				1/1/2017
All Compactors			\$152.05				1/1/2017
Delivery			\$73.85				1/1/2017
<b><u>Demurrage</u></b>							
20 Cubic Yard Container			\$5.43	10/20 Yard Box after 48 hours			1/1/2017
30 Cubic Yard Container			\$7.17	30 Yard Box after 48 hours			1/1/2017
40 Cubic Yard Container			\$7.17	40 Yard Box after 48 hours			1/1/2017
All Compactors			\$8.69	Drop Box with Lid			1/1/2017
Delivery							
<i>Service Fee plus actual disposal cost and franchise fee</i>							
<b><u>Medical Waste Collections</u></b>							
On-Site Pick-up Charge			\$30.96	Rate is the on-site collection			1/1/2017
Disposal Cost per 17 to 31 gallon unit			\$22.07	charge plus the disposal cost per			1/1/2017
Disposal Cost per 43 gallon unit			\$26.74	medical container unit			1/1/2017
<b><u>Miscellaneous Service Rates</u></b>							
Extra mixed waste per cart - overload fee (based on 32 gallon capacity)			\$4.34	/occurrence			1/1/2017
Extra yard debris (manual up to 32 gallon)			\$3.26	/occurrence			1/1/2017
Additional yard debris service (second 60 gallon cart)			\$3.81	/occurrence			1/1/2017
Call back/return for pick up of inaccessible cart per service call			\$13.03	/occurrence			1/1/2017
Yard service rate - extra distance away from curb after first 5 feet			\$4.34	/occurrence			1/1/2017
Special service fees			\$78.20	/occurrence			1/1/2017
Account reinstatement fee			\$30.00	/occurrence			7/1/2014
NSF check fee			\$35.00	/occurrence			7/1/2014
Tire disposal				Hourly Rate + disposal fee			
<b><u>Solid Waste Compactor Permit</u></b>		\$100.00					Res. 91-76

Department	Revenue Source	Fee or Charge		Authority	Effective Date
COMMUNITY DEVELOPMENT - DEVELOPMENT SERVICES PLANNING					
	Park System Development Charge (SDC)*			Ord. 15-09	
	Single Family Detached Dwelling - Reimbursement	\$1,001.00	\$1,207.00		7/1/ <del>2015</del> 2016
	Single Family Detached Dwelling - Improvement	\$4,248.00	\$4,356.00		7/1/ <del>2015</del> 2016
	Single Family Detached Dwelling - Improvement for Neighborhood Parks				
	Outside River Terrace	\$1,575.00	\$1,615.00		7/1/ <del>2015</del> 2016
	Inside River Terrace	\$1,953.00	\$2,003.00		7/1/ <del>2015</del> 2016
	Multi-Family Detached Dwelling - Reimbursement	\$753.00	\$772.00		7/1/ <del>2015</del> 2016
	Multi-Family Detached Dwelling - Improvement	\$3,198.00	\$3,280.00		7/1/ <del>2015</del> 2016
	Multi-Family Detached Dwelling - Improvement for Neighborhood Parks				
	Outside River Terrace	\$1,186.00	\$1,216.00		7/1/ <del>2015</del> 2016
	Inside River Terrace	\$1,470.00	\$1,507.00		7/1/ <del>2015</del> 2016
	Non-Residential (Per Employee) - Reimbursement	\$66.00	\$68.00		7/1/ <del>2015</del> 2016
	Non-Residential (Per Employee) - Improvement	\$367.00	\$376.00		7/1/ <del>2015</del> 2016

**\*See methodology report used to calculate the charges.**

The Park System Development Charge (Park SDC) is a City of Tigard charge that is assessed on new development to support the acquisition and development of parks, greenways, and paved trails, all of which are used by residents of Tigard and by those who work here. The Park SDC is a one-time fee charged to new development to help pay a portion of the costs associated with building additional parks and trails to meet the needs created by both residential and commercial/industrial growth. The SDC revenues can only be used on capacity-increasing capital improvements and cannot be used to repair existing park facilities.

Park SDCs are assessed on new residential development on a per-unit basis and against commercial and industrial development on a per-employee basis.

The amount of the charge for each land use category is adjusted each year, effective July 1st, in relation to two indices, one reflecting changes in development/construction costs and one reflecting changes in land acquisition costs.

For more detailed and updated information on calculating Park SDC's see "Parks & Recreation System Development Charge Methodology Report," by FCS Group, May 19, 2015. Adopted by Ord. 15-09.

Department	Revenue Source	Fee or Charge	Revised Fees	Effective Date
<b>PUBLIC WORKS - WATER</b>				
	<b>Water System Development Charge (SDC)*</b>			
	5/8" x 3/4" Meter	\$7,777	\$7,917	7/1/2015 2016
	3/4" x 3/4" Meter	\$11,200	\$11,402	7/1/2015 2016
	1" Meter	\$20,746	\$21,119	7/1/2015 2016
	1 1/2" Meter	\$62,201	\$63,321	7/1/2015 2016
	2" Meter	\$101,003	\$102,821	7/1/2015 2016
	3" Meter	\$178,113	\$181,319	7/1/2015 2016
	4" Meter	\$365,289	\$371,864	7/1/2015 2016
	6" Meter	\$388,848	\$395,847	7/1/2015 2016
	8" Meter	\$622,155	\$633,354	7/1/2015 2016

*Water system connections greater than 8 inch diameter, City will forecast the demands on an average-day, peak-day, and peak-hour basis to determine SDC fees.*

*\*As per ORS 223.304(8) Res. 10-76, the City will use ENR Seattle CCI for the month of April prior to the budget year imposed.*

*~~The ENR Seattle CCI for April 2015 is 2.6% based on a 12-month average. The multiplier 1.026 is used for all Water SDCs effective 7/1/2015.~~*

*The ENR Seattle CCI for April 2016 is 1.8% based on a 12-month average. The multiplier 1.018 is used for all Water SDCs effective 7/1/2016.*

Department	Revenue Source	Fee or Charge	Authority	Effective Date
COMMUNITY DEVELOPMENT - DEVELOPMENT SERVICES PLANNING			Ord. 15-08	
	<b>Residential Transportation System Development Charge (SDC)*</b>		Res.15-15	
	Single Family Detached Dwelling - Reimbursement	\$312 \$	317 <i>Amended - Per 6/9/2015 Budget Hearing-Delayed implementation of fee with no phasing</i>	7/1/2015- <sup>1</sup> 7/1/2016
	Single Family Detached Dwelling - Improvement	\$5,402 \$	5,488 <i>Amended - Per 6/9/2015 Budget Hearing-Delayed implementation of fee with no phasing</i>	7/1/2015- <sup>1</sup> 7/1/2016
	Single Family Detached Dwelling - River Terrace Overlay**	\$2,642 \$	2,684	7/1/2015 7/1/2016
	Multi-Family Dwelling - Reimbursement	\$182 \$	185 <i>Amended - Per 6/9/2015 Budget Hearing-Delayed implementation of fee with no phasing</i>	7/1/2015- <sup>1</sup> 7/1/2016
	Multi-Family Dwelling - Improvement	\$3,151 \$	3,201 <i>Amended - Per 6/9/2015 Budget Hearing-Delayed implementation of fee with no phasing</i>	7/1/2015- <sup>1</sup> 7/1/2016
	Multi-Family Dwelling - River Terrace Overlay	\$1,541 \$	1,566	7/1/2015 7/1/2016

\*See Adopted Methodology Report used to calculate the charges.

\*\*Based on 50% Credit Policy for the "local" elements of River Terrace Blvd.

For more detailed and updated information on calculating Transportation SDC's see "Transportation System Development Charge Methodology Report," by FCS Group, April 28, 2015.

<sup>1</sup> *Effective in River Terrace District on 7/1/2015. Effective Citywide on 1/1/2016.*

#### Transportation SDC Annual Adjustment

Ord. 15-09

7/1/2015

Transportation SDC fees shall be adjusted annually on July 1st of each year beginning in 2016. The index to be used for adjusting transportation SDCs will be based on the weighted average of the year over year escalation for two measurements: 90 percent multiplied by the Engineering News Record Construction Cost Index for the Seattle Area percent change plus 10 percent multiplied by the Oregon Department of Transportation monthly asphalt price (annualized) percent change.

Department	Revenue Source	Fee or Charge		Authority	Effective Date
COMMUNITY DEVELOPMENT - DEVELOPMENT SERVICES ENGINEERING					
	Countywide Transportation Development Tax (TDT) - (Example Land Uses and Charges*)				
	Single Family Detached	<del>\$8,413</del>	\$8,278 /per unit	WaCo Board of Commissioners Fees were increased by 2.03%	7/1/ <del>2015</del> 2016
	Apartment	<del>\$5,308</del>	\$5,415 /per unit		7/1/ <del>2015</del> 2016
	Residential Condominium/Townhouse	<del>\$4,853</del>	\$4,951 /per unit		7/1/ <del>2015</del> 2016
	General Office Building	<del>\$8,515</del>	\$8,687 (per TSFGFA**)		7/1/ <del>2015</del> 2016
	Shopping Center	<del>\$11,140</del>	\$11,366 (per TSFGLA**)		7/1/ <del>2015</del> 2016

The Countywide Transportation Development Tax (TDT) is a Washington County Tax approved by the voters in November, 2008, that is administered and collected by the City of Tigard. It went into effect on July 1, 2009, replacing the Traffic Impact Fee (TIF) program.

Like TIF, TDT is assessed on new development to help provide funds for the increased capacity transportation improvements needed to accommodate the additional vehicle traffic and demand for transit facilities generated by that development. It provides funds for these capacity improvements to county and city arterials, certain collectors, and certain state and transit facilities as listed in the County's Capital Improvements Project List. The TDT is categorized as an Improvement Fee: revenue must be dedicated to capital improvements that expand capacity and may not be used for maintenance, repair, or other non-capital improvements.

TDTs are assessed on new development on a per-unit basis. For residential uses the units are dwelling units, bedrooms, etc. For commercial and industrial uses the units are the square footage of the use or units unique to the use such as lanes, fueling positions, etc.

For information about the TDT regarding a specific project contact the City's Permits/Projects Coordinator at (503) 718-2426.

\* For more detailed information on calculating TDT charges and a detailed list of Land Uses and TDT charges through 6/30/2013 see Appendix B to Washington County Engrossed Ordinance 691, August 29, 2008 and the Washington County Countywide Transportation Development Tax Manual.

\*\* TSFGFA = thousand square feet gross floor area; TSFGLA = thousand square feet gross leasable area.

**AIS-2583**

**11.**

**Business Meeting**

**Meeting Date:** 06/14/2016

**Length (in minutes):** 15 Minutes

**Agenda Title:** INFORMATIONAL PUBLIC HEARING:  
ADOPTION OF THE BUDGET, MAKING  
APPROPRIATIONS, DECLARING THE AD  
VALOREM TAX LEVY AND CLASSIFYING THE  
LEVY AS PROVIDED

**Prepared For:** Toby LaFrance

**Submitted By:** Liz Lutz,  
Finance and  
Information  
Services

**Item Type:** Resolution  
Public Hearing -  
Informational

**Meeting Type:** Council  
Business  
Meeting -  
Main

**Public Hearing** Yes

**Newspaper Legal Ad Required?:**

**Public Hearing Publication** 06/02/2016

**Date in Newspaper:**

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**Information**

**ISSUE**

Oregon local budget law requires that a budget for the following fiscal year FY 2017 be adopted by the City Council prior to July 1, 2016 after approval by the Budget Committee and after a public hearing has been held before the City Council.

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommends adoption of the Approved FY 2016-2017 budget, with any adjustments made by City Council.

**KEY FACTS AND INFORMATION SUMMARY**

The Tigard Budget Committee (comprised of the City Council and five citizens) held 4 meetings on the City Manager's Proposed FY 2015-2016 budget in April and May, 2015. On May 4, 2015, the Budget Committee approved the Proposed Budget, with adjustments and forwarded the Approved Budget to the City Council for adoption.

Oregon Budget Law gives the governing body of the jurisdiction authority to make certain changes in the Approved Budget prior to adoption. The City Council may adjust



expenditures up or down as long as the increase in a fund does not exceed 10% of the approved budget for that fund. The individual funds are shown on the Schedule of Appropriations attached to the Resolution.

The total FY 2016-2017 City of Tigard Approved Budget is \$176,072,118, including appropriations of \$122,200,506 with the remaining \$53,871,612 comprising the city's reserve for future expenditures.

Attached to this Agenda Item Summary, staff has provided Council with a memo outlining the status of the General Fund forecast, reserves, and impact that potential changes to the budget as approved by the Budget Committee may have on forecasted reserves.

## **OTHER ALTERNATIVES**

Alternatives are limited by Oregon Law. Council can change the Approved Budget up to 10% in any fund; however, by Oregon Law, the FY 2016-17 budget must be adopted by July 1, 2016.

## **COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS**

The Approved Budget includes funding necessary to move council focus strategies forward.

## **DATES OF PREVIOUS CONSIDERATION**

Budget Committee dates: April 20, April 25, May 2, and May 9, 2016 as part of the Budget Committee meetings.

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### **Fiscal Impact**

**Cost:** \$176,072,118

**Budgeted (yes or no):** Yes

**Where Budgeted (department/program):** All

### **Additional Fiscal Notes:**

The total FY 2016-2017 City of Tigard Approved Budget is \$176,072,118, including appropriations of \$122,200,506 with the remaining \$53,871,612 comprising the city's reserve for future expenditures.

Staff has included three technical adjustments to operations totaling \$447,025 in appropriations and five carryforward adjustments to the CIP totaling \$747,500 in appropriations for council consideration. Exhibit B has the details on the technical adjustments. None of the technical adjustments increase expenditures by over 10% in any fund. Exhibit C has the impact of the adjustments on the Capital Improvement Program.

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### **Attachments**

Budget Resolution

Exhibit A - Schedule of Appropriations

Exhibit - B

Exhibit C - Impact of Technical Adjustments on CIP

## Memo to Council on General Fund Reserves

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CITY OF TIGARD, OREGON  
TIGARD CITY COUNCIL  
RESOLUTION NO. 16-

A RESOLUTION OF THE CITY OF TIGARD ADOPTING THE APPROVED BUDGET, WITH ADJUSTMENTS, MAKING APPROPRIATIONS, DECLARING THE AD VALOREM TAX LEVY, AND CLASSIFYING THE LEVY AS PROVIDED BY ORS 310.060(2) FOR FISCAL YEAR 2017.

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WHEREAS, four hearings by the Tigard Budget Committee on the budget document, as proposed by the City Manager, were duly called and held on April 20, 2016, April 25, 2016, May 2, 2016, and May 9, 2016 where all interested persons were afforded an opportunity to appear and be heard with respect to the budget ; and

WHEREAS, the budget for the City of Tigard for the year beginning July 1, 2016 was duly approved and recommended to the City Council by the regularly constituted Budget Committee at its meeting on May 9, 2016, after proceedings in accordance with Chapter 294, Oregon Revised Statutes ; and

WHEREAS, a summary of the budget as required by Chapter 294.438 was duly published in the Tigard Times, a newspaper of general circulation in the city in accordance with Chapter 294.448; and

WHEREAS, the budget as approved by the Budget Committee includes a \$1,000,000 Rainy Day Reserve as part of the General Fund Reserves for Future Expenditures; and

WHEREAS, a hearing by the Tigard City Council on the budget document as approved by the Budget Committee, was duly called and held on June 14, 2016, where all interested persons were afforded an opportunity to appear and be heard with respect to the budget;

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

- SECTION 1: The Council adopts the budget for FY 2016-17 as approved by council following the budget hearing on June 14, 2016.
- SECTION 2: The amounts appropriated for each fund for the fiscal year beginning July 1, 2016, are shown on the attached – Exhibit A Schedule of Appropriations as approved by Budget Committee on May 9, 2016 with adjustments made by council during the hearing on June 14, 2016.
- SECTION 3: The City of Tigard City Council hereby imposes the taxes provided for in the adopted budget at the rate of \$2.5131 per \$1,000 of assessed value for its permanent rate tax; and in the amount of \$2,360,000 for debt service on general obligation bonds; and that these taxes are hereby imposed and categorized for tax year 2016-17 upon the assessed value of all taxable property in the city as follows:

	<u>General Government Limit</u>
Permanent rate tax	\$2.5131/\$1,000
	<u>Excluded from Limit</u>
General Obligation Bond Debt Service	\$2,360,000

SECTION 4: This resolution is effective immediately upon passage.

PASSED:        This \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
Mayor - City of Tigard

ATTEST:

\_\_\_\_\_  
City Recorder - City of Tigard

# EXHIBIT A - SCHEDULE OF APPROPRIATIONS

Fund	Program	Proposed	Budget Committee Changes	Approved	Council Changes	Adopted
General Fund						
	Policy and Administration	837,595	0	837,595		
	Community Development	3,646,043	40,000	3,686,043		
	Community Services	22,689,234	385,137	23,074,371		
	Public Works	4,289,438	0	4,289,438		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	1,530,439	215,000	1,745,439		
	Capital Improvements	0	0	0		
	Contingency	1,173,000	0	1,173,000		
		34,165,748	640,137	34,805,885		
Gas Tax Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	2,243,370	0	2,243,370		
	Debt Service	584,561	0	584,561		
	Loan to CCDA	0	0	0		
	Transfer	1,019,001	0	1,019,001		
	Capital Improvements	0	0	0		
	Contingency	200,000	0	200,000		
		4,046,932	0	4,046,932		
City Gas Tax Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	307,899	0	307,899		
	Loan to CCDA	0	0	0		
	Transfer	334,668	0	334,668		
	Capital Improvements	0	0	0		
	Contingency	300,000	0	300,000		
		942,567	0	942,567		

# EXHIBIT A - SCHEDULE OF APPROPRIATIONS

Fund	Program	Proposed	Budget Committee Changes	Approved	Council Changes	Adopted
Electrical Inspection Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	303,121	0	303,121		
	Capital Improvements	0	0	0		
	Contingency	50,000	0	50,000		
		353,121	0	353,121		
Building Fund						
	Policy and Administration	0	0	0		
	Community Development	2,414,784	0	2,414,784		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	0	0	0		
	Capital Improvements	0	0	0		
	Contingency	250,000	0	250,000		
		2,664,784	0	2,664,784		
Criminal Forfeiture Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	150,000	0	150,000		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	2,744	0	2,744		
	Capital Improvements	0	0	0		
	Contingency	0	0	0		
		152,744	0	152,744		

# EXHIBIT A - SCHEDULE OF APPROPRIATIONS

Fund	Program	Proposed	Budget Committee Changes	Approved	Council Changes	Adopted
Urban Forestry Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	153,382	0	153,382		
	Capital Improvements	0	0	0		
	Contingency	50,000	0	50,000		
		203,382	0	203,382		
Parks Utility Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	2,275,582	85,000	2,360,582		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	0	0	0		
	Capital Improvements	0	0	0		
	Contingency	100,000	0	100,000		
		2,375,582	85,000	2,460,582		
Bancroft Debt Service Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	103,100	0	103,100		
	Loan to CCDA	0	0	0		
	Transfer	1,536	0	1,536		
	Capital Improvements	0	0	0		
	Contingency	0	0	0		
		104,636	0	104,636		

# EXHIBIT A - SCHEDULE OF APPROPRIATIONS

Fund	Program	Proposed	Budget Committee Changes	Approved	Council Changes	Adopted
General Obligation Debt Service Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	2,193,200	0	2,193,200		
	Loan to CCDA	0	0	0		
	Transfer	1,352	0	1,352		
	Capital Improvements	0	0	0		
	Contingency	0	0	0		
		2,194,552	0	2,194,552		
Facilities Capital Projects Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	16,794	0	16,794		
	Capital Improvements	315,000	0	315,000		
	Contingency	50,000	0	50,000		
		381,794	0	381,794		
Transportation Development Tax						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	87,486	0	87,486		
	Capital Improvements	0	0	0		
	Contingency	250,000	0	250,000		
		337,486	0	337,486		



# EXHIBIT A - SCHEDULE OF APPROPRIATIONS

Fund	Program	Proposed	Budget Committee Changes	Approved	Council Changes	Adopted
Traffic Impact Fee Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	0	0	0		
	Capital Improvements	0	0	0		
	Contingency	0	0	0		
		0	0	0		
Underground Utility Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	249,339	0	249,339		
	Capital Improvements	0	0	0		
	Contingency	50,000	0	50,000		
		299,339	0	299,339		
Street Maintenance Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	313,900	0	313,900		
	Capital Improvements	1,985,000	0	1,985,000		
	Contingency	200,000	0	200,000		
		2,498,900	0	2,498,900		

# EXHIBIT A - SCHEDULE OF APPROPRIATIONS

Fund	Program	Proposed	Budget Committee Changes	Approved	Council Changes	Adopted
Transportation SDC Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	221,015	0	221,015		
	Capital Improvements	0	0	0		
	Contingency	50,000	0	50,000		
		271,015	0	271,015		
Parks Capital Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	0	0	0		
	Capital Improvements	2,922,000	0	2,922,000		
	Contingency	0	0	0		
		2,922,000	0	2,922,000		
Parks Bond Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	1,285,000	0	1,285,000		
	Capital Improvements	0	0	0		
	Contingency	0	0	0		
		1,285,000	0	1,285,000		

# EXHIBIT A - SCHEDULE OF APPROPRIATIONS

Fund	Program	Proposed	Budget Committee Changes	Approved	Council Changes	Adopted
Parks SDC Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	930,726	0	930,726		
	Capital Improvements	0	0	0		
	Contingency	100,000	0	100,000		
		1,030,726	0	1,030,726		
Transportation CIP Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	200,000	0	200,000		
	Capital Improvements	7,172,044	0	7,172,044		
	Contingency	0	0	0		
		7,372,044	0	7,372,044		
Sanitary Sewer Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	2,181,253	0	2,181,253		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	164,726	0	164,726		
	Capital Improvements	900,000	0	900,000		
	Contingency	400,000	0	400,000		
		3,645,979	0	3,645,979		

# EXHIBIT A - SCHEDULE OF APPROPRIATIONS

Fund	Program	Proposed	Budget Committee Changes	Approved	Council Changes	Adopted
Stormwater Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	1,999,819	0	1,999,819		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	215,286	0	215,286		
	Capital Improvements	862,000	0	862,000		
	Contingency	200,000	0	200,000		
		3,277,105	0	3,277,105		
Water Quality/Quantity Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	37,017	0	37,017		
	Capital Improvements	0	0	0		
	Contingency	50,000	0	50,000		
		87,017	0	87,017		
Water Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	7,249,963	0	7,249,963		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	10,917,509	0	10,917,509		
	Capital Improvements	0	0	0		
	Contingency	500,000	0	500,000		
		18,667,472	0	18,667,472		

# EXHIBIT A - SCHEDULE OF APPROPRIATIONS

Fund	Program	Proposed	Budget Committee Changes	Approved	Council Changes	Adopted
Water SDC Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	2,720,960	0	2,720,960		
	Capital Improvements	0	0	0		
	Contingency	100,000	0	100,000		
		2,820,960	0	2,820,960		
Water CIP Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	51,935	0	51,935		
	Capital Improvements	10,346,000	0	10,346,000		
	Contingency	0	0	0		
		10,397,935	0	10,397,935		
Water Debt Service Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	8,393,284	0	8,393,284		
	Loan to CCDA	0	0	0		
	Transfer	0	0	0		
	Capital Improvements	0	0	0		
	Contingency	0	0	0		
		8,393,284	0	8,393,284		

# EXHIBIT A - SCHEDULE OF APPROPRIATIONS

Fund	Program	Proposed	Budget Committee Changes	Approved	Council Changes	Adopted
Central Services Fund						
	Policy and Administration	8,041,081	0	8,041,081		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	0	0	0		
	Capital Improvements	0	0	0		
	Contingency	250,000	0	250,000		
		8,291,081	0	8,291,081		
Fleet/Property Management Fund						
	Policy and Administration	1,911,913	130,000	2,041,913		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	0	0	0		
	Capital Improvements	0	0	0		
	Contingency	75,000	0	75,000		
		1,986,913	130,000	2,116,913		
Insurance Fund						
	Policy and Administration	50,000	0	50,000		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	270	0	270		
	Capital Improvements	0	0	0		
	Contingency	25,000	0	25,000		
		75,270	0	75,270		

# EXHIBIT A - SCHEDULE OF APPROPRIATIONS

Fund	Program	Proposed	Budget Committee Changes	Approved	Council Changes	Adopted
Library Donations and Bequests Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	100,000	0	100,000		
	Capital Improvements	0	0	0		
	Contingency	0	0	0		
		100,000	0	100,000		
All Funds						
	Policy and Administration	10,840,589	130,000	10,970,589		
	Community Development	6,060,827	40,000	6,100,827		
	Community Services	22,839,234	385,137	23,224,371		
	Public Works	20,239,425	85,000	20,324,425		
	Debt Service	11,582,044	0	11,582,044		
	Loan to CCDA	0	0	0		
	Transfer	20,858,206	215,000	21,073,206		
	Capital Improvements	24,502,044	0	24,502,044		
	Contingency	4,423,000	0	4,423,000		
		121,345,369	855,137	122,200,506		

# Exhibit B

## Technical Adjustments to the 2016-17 Approved Budget

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### Summary

Below are Technical Adjustments. Technical Adjustments are changes to the Approved Budget that come as recommendations from staff. Each item below has a brief description and then details the change to the Schedule of Appropriations. Please note that each adjustment is presented with its impact, they are not cumulative.

### City Operations

**#1. System Infrastructure Budgets**-An additional appropriation is required to budget for system infrastructure work in the Capital Improvement Program. The system infrastructure budget accounts for staff time related to unidentified capital projects such as preliminary engineering work. A total of \$241,699 is needed among the following funds: Stormwater Fund {\$96,111}; Sanitary Sewer Fund {\$46,111}; Parks SDC {\$50,319}; Water Fund {\$49,158}. Reserves in the above-mentioned funds will decrease by their corresponding amounts. In addition, transfers from the Parks SDC Fund to the Parks Capital Fund will increase by \$50,319, and \$49,158 from the Water Fund to the Water CIP Fund.

### Stormwater Fund

Program	Approved	Recommended Council Change	Recommended Adopted
Policy & Admin.	\$0	\$0	\$0
Comm. Develop.	0	0	0
Comm. Services	0	0	0
Public Works	1,999,819	0	1,999,819
Debt Service	0	0	0
Loan to CCDA	0	0	0
Transfers	215,286	0	215,286
Capital Improvements	862,000	96,111	958,111
Contingency	200,000	0	200,000
<b>Total Fund</b>	<b>\$3,277,105</b>	<b>\$96,111</b>	<b>\$3,373,216</b>



**Sanitary Sewer Fund**

<u>Program</u>	<u>Approved</u>	<u>Recommended Council Change</u>	<u>Recommended Adopted</u>
Policy & Admin.	\$0	\$0	\$0
Comm. Develop.	0	0	0
Comm. Services	0	0	0
Public Works	2,181,253	0	2,181,253
Debt Service	0	0	0
Loan to CCDA	0	0	0
Transfers	164,726	0	164,726
Capital Improvements	900,000	46,111	946,111
Contingency	400,000	0	400,000
<b>Total Fund</b>	<b>\$3,645,979</b>	<b>\$46,111</b>	<b>\$3,692,090</b>

**Parks SDC Fund**

<u>Program</u>	<u>Approved</u>	<u>Recommended Council Change</u>	<u>Recommended Adopted</u>
Policy & Admin.	\$0	\$0	\$0
Comm. Develop.	0	0	0
Comm. Services	0	0	0
Public Works	0	0	0
Debt Service	0	0	0
Loan to CCDA	0	0	0
Transfers	930,726	50,319	981,045
Capital Improvements	0	0	0
Contingency	100,000	-50,319	49,681
<b>Total Fund</b>	<b>\$1,030,726</b>	<b>\$0</b>	<b>\$1,30,726</b>

**Parks Capital Fund**

<u>Program</u>	<u>Approved</u>	<u>Recommended Council Change</u>	<u>Recommended Adopted</u>
Policy & Admin.	\$0	\$0	\$0
Comm. Develop.	0	0	0
Comm. Services	0	0	0
Public Works	0	0	0
Debt Service	0	0	0
Loan to CCDA	0	0	0
Transfers	0	0	0
Capital Improvements	2,922,000	50,319	2,972,319
Contingency	0	0	0
<b>Total Fund</b>	<b>\$2,922,000</b>	<b>\$50,319</b>	<b>\$2,972,319</b>

**Water Fund**

<u>Program</u>	<u>Approved</u>	<u>Recommended Council Change</u>	<u>Recommended Adopted</u>
Policy & Admin.	\$0	\$0	\$0
Comm. Develop.	0	0	0
Comm. Services	0	0	0
Public Works	7,249,963	0	7,249,963
Debt Service	0	0	0
Loan to CCDA	0	0	0
Transfers	10,917,509	49,158	10,966,667
Capital Improvements	0	0	0
Contingency	500,000	0	500,000
<b>Total Fund</b>	<b>\$18,667,472</b>	<b>\$49,158</b>	<b>\$18,716,630</b>

**Water CIP Fund**

<u>Program</u>	<u>Approved</u>	<u>Recommended Council Change</u>	<u>Recommended Adopted</u>
Policy & Admin.	\$0	\$0	\$0
Comm. Develop.	0	0	0
Comm. Services	0	0	0
Public Works	0	0	0
Debt Service	0	0	0
Loan to CCDA	0	0	0
Transfers	51,935	0	51,935
Capital Improvements	10,346,000	49,158	10,395,158
Contingency	0	0	0
<b>Total Fund</b>	<b>\$10,397,935</b>	<b>\$49,158</b>	<b>\$10,447,093</b>

**#2: Community Planning & Development Grant (CPDG)** – In March 2016, the city was awarded a CPDG in the amount of \$145,250 to implement the Tigard Triangle Strategic Plan. Implementation deliverables include a Streetscape Design, Opportunity Site Analysis, and an Urban Renewal Plan. A total of \$36,250 was appropriated in the FY 2016 Adopted Budget. This adjustment will recognize the remaining revenue and expense of \$109,000 in the Community Development program budget in FY 2017.

**General Fund**

<u>Program</u>	<u>Approved</u>	<u>Recommended Council Change</u>	<u>Recommended Adopted</u>
Policy & Admin.	\$837,595	\$0	\$837,595
Comm. Develop.	3,646,043	109,000	3,755,043
Comm. Services	22,689,234	0	22,689,234
Public Works	4,289,438	0	4,289,438
Debt Service	0	0	0
Loan to CCDA	0	0	0
Transfers	1,530,439	0	1,530,439
Capital Improvements	0	0	0
Contingency	1,173,000	0	1,173,000
<b>Total Fund</b>	<b>\$34,165,748</b>	<b>\$109,000</b>	<b>\$34,274,748</b>

### **#3: Limited Duration Risk Assistant – Risk Management**

A .50 fulltime equivalent (FTE) Limited Duration Risk Assistant position is being requested in order to replace staff reductions resulting from the retirement of a long term employee as well as the transfer of a full time position to the City Manager's office. As a result, Risk has gone from a staffing level of 2.30 FTE to a 1.50 FTE which makes it difficult to manage the on-going risk related duties and address complex caseloads. The additional .50 FTE Limited Duration Risk Assistant will help to meet the daily needs of the division as well as allow time to better assess the long-term needs of the department. The position will be partially paid by underfilling a 40 hours/week position at 32 hours/week in Human Resources. To pay the remainder of the 0.5FTE increase, a one-time transfer of \$31,000 is being requested from the Insurance Fund that will be used to pay for the limited duration position. Transfers will increase with an increase in the Central Services Fund of \$41,168 in the Policy and Administration program expenditures.

#### **Insurance Fund**

Program	Approved	Recommended Council Change	Recommended Adopted
Policy & Admin.	\$50,000	\$0	\$50,000
Comm. Develop.	0	0	0
Comm. Services	0	0	0
Public Works	0	0	0
Debt Service	0	0	0
Loan to CCDA	0	0	0
Transfers	270	31,000	31,270
Capital Improvements	0	0	0
Contingency	25,000	-25,000	0
<b>Total Fund</b>	<b>\$75,270</b>	<b>\$6,000</b>	<b>\$81,270</b>

#### **Central Services Fund**

Program	Approved	Recommended Council Change	Recommended Adopted
Policy & Admin.	\$8,041,081	\$41,168	\$8,082,249
Comm. Develop.	0	0	0
Comm. Services	0	0	0
Public Works	0	0	0
Debt Service	0	0	0
Loan to CCDA	0	0	0
Transfers	0	0	0
Capital Improvements	0	0	0
Contingency	250,000	0	250,000
<b>Total Fund</b>	<b>\$8,291,081</b>	<b>\$41,168</b>	<b>\$8,332,249</b>

## Capital Improvement Program (CIP) – Carry forwards

Carry forwards are items that are budgeted in FY 2015-16, but will not be completed during the fiscal year. Since the budget for these items is not fully expended, the ending fund balance in FY 2015-16 is higher by the amount of unexpended budget. This then creates a higher beginning fund balance for FY 2016-17. The additional beginning fund balance is the resource that offsets the added expenditure in FY 2016-17. These items do not impact the ending fund balance for FY 2016-17.

### #1. Streets System

A carry forward totaling \$88,000 is required to pay for the continued widening of the roadway along with the replacement of the waterline for the 95023-Walnut Street Improvements project. As a result, the beginning fund balance within the following funds will increase: Gas Tax {\$5,280}, Underground Utility {\$74,800}, Stormwater {\$5,280}, and Water {\$2,640}. In turn, transfers will increase with an increase in capital program expenditures by \$88,000 in the Transportation CIP fund.

#### Underground Utility Fund

<u>Program</u>	<u>Approved</u>	<u>Recommended Council Change</u>	<u>Recommended Adopted</u>
Policy & Admin.	\$0	\$0	\$0
Comm. Develop.	0	0	0
Comm. Services	0	0	0
Public Works	0	0	0
Debt Service	0	0	0
Loan to CCDA	0	0	0
Transfers	249,339	74,800	324,139
Capital Improvements	0	0	0
Contingency	50,000	-50,000	0
<b>Total Fund</b>	<b>\$299,339</b>	<b>\$24,800</b>	<b>\$324,139</b>

#### Gas Tax Fund

<u>Program</u>	<u>Approved</u>	<u>Recommended Council Change</u>	<u>Recommended Adopted</u>
Policy & Admin.	\$0	\$0	\$0
Comm. Develop.	0	0	0
Comm. Services	0	0	0
Public Works	2,243,370	0	2,243,370
Debt Service	584,561	0	584,561
Loan to CCDA	0	0	0
Transfers	1,019,001	5,280	1,024,281
Capital Improvements	0	0	0
Contingency	200,000	0	200,000
<b>Total Fund</b>	<b>\$4,046,932</b>	<b>\$5,280</b>	<b>\$4,052,212</b>

**Stormwater Fund**

<u>Program</u>	<u>Approved</u>	<u>Recommended Council Change</u>	<u>Recommended Adopted</u>
Policy & Admin.	\$0	\$0	\$0
Comm. Develop.	0	0	0
Comm. Services	0	0	0
Public Works	1,999,819	0	1,999,819
Debt Service	0	0	0
Loan to CCDA	0	0	0
Transfers	215,286	5,280	220,566
Capital Improvements	862,000	0	862,000
Contingency	200,000	0	200,000
<b>Total Fund</b>	<b>\$3,277,105</b>	<b>\$5,280</b>	<b>\$3,282,385</b>

**Water Fund**

<u>Program</u>	<u>Approved</u>	<u>Recommended Council Change</u>	<u>Recommended Adopted</u>
Policy & Admin.	\$0	\$0	\$0
Comm. Develop.	0	0	0
Comm. Services	0	0	0
Public Works	7,249,963	0	7,249,963
Debt Service	0	0	0
Loan to CCDA	0	0	0
Transfers	10,917,509	2,640	10,920,149
Capital Improvements	0	0	0
Contingency	500,000	0	500,000
<b>Total Fund</b>	<b>\$18,667,472</b>	<b>\$2,640</b>	<b>\$18,670,112</b>

**Transportation CIP Fund**

<u>Program</u>	<u>Approved</u>	<u>Recommended Council Change</u>	<u>Recommended Adopted</u>
Policy & Admin.	\$0	\$0	\$0
Comm. Develop.	0	0	0
Comm. Services	0	0	0
Public Works	0	0	0
Debt Service	0	0	0
Loan to CCDA	0	0	0
Transfers	200,000	0	200,000
Capital Improvements	7,172,044	88,000	7,260,044
Contingency	0	0	0
<b>Total Fund</b>	<b>\$7,372,044</b>	<b>\$88,000</b>	<b>\$7,460,044</b>

## **#2. Parks System**

A carry forward of a \$33,000 Department of Environmental Quality (DEQ) grant is being requested for work on the 92016-03-Oak Savanna Overlook at Dirksen Nature Park. In addition, a total of \$105,000 is being carry forward from FY 2016 into FY 2017 for the 92046-Fanno Creek Trail Connection project that was awarded the \$4.4M Regional Flexible Funds (RFFA) grant. As a result, the beginning fund balance in the Parks SDC fund will increase by \$105,000. Transfers will increase. Capital program expenditures will increase by \$138,000 within the Parks Capital Fund.

### **Parks SDC Fund**

<u>Program</u>	<u>Approved</u>	<u>Recommended Council Change</u>	<u>Recommended Adopted</u>
Policy & Admin.	\$0	\$0	\$0
Comm. Develop.	0	0	0
Comm. Services	0	0	0
Public Works	0	0	0
Debt Service	0	0	0
Loan to CCDA	0	0	0
Transfers	930,726	105,000	1,035,726
Capital Improvements	0	0	0
Contingency	100,000	-2,000	98,000
<b>Total Fund</b>	<b>\$1,030,726</b>	<b>\$103,000</b>	<b>\$1,133,726</b>

### **Parks Capital Fund**

<u>Program</u>	<u>Approved</u>	<u>Recommended Council Change</u>	<u>Recommended Adopted</u>
Policy & Admin.	\$0	\$0	\$0
Comm. Develop.	0	0	0
Comm. Services	0	0	0
Public Works	0	0	0
Debt Service	0	0	0
Loan to CCDA	0	0	0
Transfers	0	0	0
Capital Improvements	2,922,000	138,000	3,060,000
Contingency	0	0	0
<b>Total Fund</b>	<b>\$2,922,000</b>	<b>\$138,000</b>	<b>\$3,060,000</b>

### **#3. Sanitary Sewer System**

A total of \$214,000 is being carried over for the 93013-East Tigard Sewer Replacement project {\$45,000}; and the 93054-Walnut Street Sanitary Sewer project {\$169,000}. As a result, the beginning fund balance in the Sanitary Sewer Fund will increase by \$214,000 with an equal increase in capital program expenditures.

#### **Sanitary Sewer Fund**

<u>Program</u>	<u>Approved</u>	<u>Recommended Council Change</u>	<u>Recommended Adopted</u>
Policy & Admin.	\$0	\$0	\$0
Comm. Develop.	0	0	0
Comm. Services	0	0	0
Public Works	2,181,253	0	2,181,253
Debt Service	0	0	0
Loan to CCDA	0	0	0
Transfers	164,726	0	164,726
Capital Improvements	900,000	214,000	1,264,000
Contingency	400,000	0	400,000
<b>Total Fund</b>	<b>\$3,645,979</b>	<b>\$214,000</b>	<b>\$3,859,979</b>

### **#4. Stormwater System**

A carryover of \$92,500 is needed to continue construction of the storm drainage system for the 94033-Canterbury Lane Storm Line Upgrade project. This action will show an increase in the beginning fund balance by \$92,500 in the Stormwater Fund with an equal increase in capital program expenditures.

#### **Stormwater Fund**

<u>Program</u>	<u>Approved</u>	<u>Recommended Council Change</u>	<u>Recommended Adopted</u>
Policy & Admin.	\$0	\$0	\$0
Comm. Develop.	0	0	0
Comm. Services	0	0	0
Public Works	1,999,819	0	1,999,819
Debt Service	0	0	0
Loan to CCDA	0	0	0
Transfers	215,286	0	215,286
Capital Improvements	862,000	92,500	954,500
Contingency	200,000	0	200,000
<b>Total Fund</b>	<b>\$3,277,105</b>	<b>\$92,500</b>	<b>\$3,369,605</b>

## **#5. Water System**

The 96046-Red Rock Creek Waterline Relocation project requires a carry forward of \$37,000 for continued design work. As a result, the beginning fund balance within the Water Fund will increase by \$37,000. Transfers will increase with an increase in capital expenditures of \$37,000 in the Water CIP Fund.

### **Water Fund**

<u>Program</u>	<u>Approved</u>	<u>Recommended Council Change</u>	<u>Recommended Adopted</u>
Policy & Admin.	\$0	\$0	\$0
Comm. Develop.	0	0	0
Comm. Services	0	0	0
Public Works	7,249,963	0	7,249,963
Debt Service	0	0	0
Loan to CCDA	0	0	0
Transfers	10,917,509	37,000	10,954,509
Capital Improvements	0	0	0
Contingency	500,000	0	500,000
<b>Total Fund</b>	<b>\$18,667,472</b>	<b>\$37,000</b>	<b>\$18,704,472</b>

### **Water CIP Fund**

<u>Program</u>	<u>Approved</u>	<u>Recommended Council Change</u>	<u>Recommended Adopted</u>
Policy & Admin.	\$0	\$0	\$0
Comm. Develop.	0	0	0
Comm. Services	0	0	0
Public Works	0	0	0
Debt Service	0	0	0
Loan to CCDA	0	0	0
Transfers	51,935	0	51,935
Capital Improvements	10,346,000	37,000	10,383,000
Contingency	0	0	0
<b>Total Fund</b>	<b>\$10,397,935</b>	<b>\$37,000</b>	<b>\$10,434,935</b>



# FY 2016-17 Technical Adjustments-Capital Improvement Program Exhibit C

95023

## Walnut Street Improvements

A total of \$88,000 in additional appropriation is required to pay for the replacement of a cast iron waterline for the project.

	Approved Budget FY 2017	Recommended Council Change	Recommended Adopted Budget FY 2017	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022	Project Total
<b>Internal Expenses</b>									
Design and Engineering	-	-	-	-	-	-	-	-	-
Project Management	50,000	14,000	64,000	6,000	-	-	-	-	70,000
Construction Management	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>50,000</b>	<b>14,000</b>	<b>64,000</b>	<b>6,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>70,000</b>
<b>External Expenses</b>									
Public Involvement	-	-	-	-	-	-	-	-	-
Land/Right of Way Acquisition	-	-	-	-	-	-	-	-	-
Design and Engineering	-	-	-	-	-	-	-	-	-
Construction	150,000	74,000	224,000	-	-	-	-	-	224,000
Project Estimate	-	-	-	80,000	-	-	-	-	80,000
Contingency	88,000	-	88,000	-	-	-	-	-	88,000
<b>Total</b>	<b>238,000</b>	<b>74,000</b>	<b>312,000</b>	<b>80,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>392,000</b>
<b>Total Project Expense</b>	<b>288,000</b>	<b>88,000</b>	<b>376,000</b>	<b>86,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>462,000</b>
<b>Revenue Funding Source</b>									
Gas Tax	17,280	5,280	22,560	5,160	-	-	-	-	27,720
Underground Utility	244,800	74,800	319,600	73,100	-	-	-	-	392,700
Stormwater	17,280	5,280	22,560	5,160	-	-	-	-	27,720
Water	8,640	2,640	11,280	2,580	-	-	-	-	13,860
<b>Total</b>	<b>288,000</b>	<b>88,000</b>	<b>376,000</b>	<b>86,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>462,000</b>
<b>Other Revenue Source</b>									
<b>Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Project Revenues</b>	<b>288,000</b>	<b>88,000</b>	<b>376,000</b>	<b>86,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>462,000</b>

# FY 2016-17 Technical Adjustments-Capital Improvement Program Exhibit C

92016-03

Dirksen Nature Park-Oak Savanna Overlook

A total of \$33,000 of grant funding from the Department of Environmental Quality (DEQ) is being carried over from FY 2016 to FY 2017.

	Approved Budget FY 2017	Recommended Council Change	Recommended Adopted Budget FY 2017	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022	Project Total
<b>Internal Expenses</b>									
Design and Engineering	-	-	-	-	-	-	-	-	-
Project Management	15,000	-	15,000	-	-	-	-	-	15,000
Construction Management	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>15,000</b>	<b>-</b>	<b>15,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>15,000</b>
<b>External Expenses</b>									
Public Involvement	-	-	-	-	-	-	-	-	-
Land/Right of Way Acquisition	-	-	-	-	-	-	-	-	-
Design and Engineering	-	-	-	-	-	-	-	-	-
Construction	31,000	33,000	64,000	-	-	-	-	-	64,000
Contingency	9,000	-	9,000	-	-	-	-	-	9,000
<b>Total</b>	<b>40,000</b>	<b>33,000</b>	<b>73,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>73,000</b>
<b>Total Project Expense</b>	<b>55,000</b>	<b>33,000</b>	<b>88,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>88,000</b>
<b>Revenue Funding Source</b>									
Stormwater	15,000	-	15,000	-	-	-	-	-	15,000
<b>Total</b>	<b>15,000</b>	<b>-</b>	<b>15,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>15,000</b>
<b>Other Revenue Source</b>									
Dept. of Environmental Quality	-	33,000	33,000	-	-	-	-	-	33,000
Nature in Neighborhoods	40,000	-	40,000	-	-	-	-	-	40,000
<b>Total</b>	<b>40,000</b>	<b>33,000</b>	<b>73,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>73,000</b>
<b>Total Project Revenues</b>	<b>55,000</b>	<b>33,000</b>	<b>88,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>88,000</b>

# FY 2016-17 Technical Adjustments-Capital Improvement Program Exhibit C

92046

Fanno Creek Trail Connection RFFA

A total of \$105,000 of unspent budget is being carried over from FY 2016 to FY 2017.

	Approved Budget FY 2017	Recommended Council Change	Recommended Adopted Budget FY 2017	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022	Project Total
<b>Internal Expenses</b>									
Design and Engineering	-	-	-	-	-	-	-	-	-
Project Management	100,000	20,000	120,000	80,000	30,000	-	-	-	230,000
Construction Management	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>100,000</b>	<b>20,000</b>	<b>120,000</b>	<b>80,000</b>	<b>30,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>230,000</b>
<b>External Expenses</b>									
Public Involvement	-	-	-	-	-	-	-	-	-
Land/Right of Way Acquisition	150,000	-	150,000	-	-	-	-	-	150,000
Design and Engineering	150,000	85,000	235,000	-	-	-	-	-	235,000
Construction	-	-	-	-	-	-	-	-	-
Environmental Permit Compliance	-	-	-	-	30,000	15,000	15,000	15,000	75,000
Project Estimate	-	-	-	255,000	-	-	-	-	255,000
<b>Total</b>	<b>300,000</b>	<b>85,000</b>	<b>385,000</b>	<b>255,000</b>	<b>30,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>715,000</b>
<b>Total Project Expense</b>	<b>400,000</b>	<b>105,000</b>	<b>505,000</b>	<b>335,000</b>	<b>60,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>945,000</b>
<b>Revenue Funding Source</b>									
Park SDC	400,000	105,000	505,000	335,000	60,000	15,000	15,000	15,000	945,000
<b>Total</b>	<b>400,000</b>	<b>105,000</b>	<b>505,000</b>	<b>335,000</b>	<b>60,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>945,000</b>
<b>Other Revenue Source</b>									
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Project Revenues</b>	<b>400,000</b>	<b>105,000</b>	<b>505,000</b>	<b>335,000</b>	<b>60,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>945,000</b>

# FY 2016-17 Technical Adjustments-Capital Improvement Program Exhibit C

## 93013 East Tigard Sewer Replacement

A total of \$45,000 of unspent budget in FY 2016 is required for FY 2017.

	Approved Budget FY 2017	Recommended Council Change	Recommended Adopted Budget FY 2017	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022	Project Total
<b>Internal Expenses</b>									
Design and Engineering	-	-	-	-	-	-	-	-	-
Project Management	35,000	-	35,000	61,000	-	-	-	-	96,000
Construction Management	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>35,000</b>	<b>-</b>	<b>35,000</b>	<b>61,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>96,000</b>
<b>External Expenses</b>									
Public Involvement	-	-	-	-	-	-	-	-	-
Land/Right of Way Acquisition	180,000	-	180,000	-	-	-	-	-	180,000
Design and Engineering	11,000	45,000	56,000	17,000	-	-	-	-	73,000
Construction	96,000	-	96,000	864,000	-	-	-	-	960,000
Environmental Permit Compliance	-	-	-	10,000	7,000	7,000	7,000	10,000	41,000
Contingency	50,000	-	50,000	115,000	-	-	-	-	165,000
<b>Total</b>	<b>337,000</b>	<b>45,000</b>	<b>382,000</b>	<b>1,006,000</b>	<b>7,000</b>	<b>7,000</b>	<b>7,000</b>	<b>10,000</b>	<b>1,419,000</b>
<b>Total Project Expense</b>	<b>372,000</b>	<b>45,000</b>	<b>417,000</b>	<b>1,067,000</b>	<b>7,000</b>	<b>7,000</b>	<b>7,000</b>	<b>10,000</b>	<b>1,515,000</b>
<b>Revenue Funding Source</b>									
Sanitary Sewer	34,000	-	34,000	61,000	7,000	7,000	7,000	10,000	126,000
<b>Total</b>	<b>34,000</b>	<b>-</b>	<b>34,000</b>	<b>61,000</b>	<b>7,000</b>	<b>7,000</b>	<b>7,000</b>	<b>10,000</b>	<b>126,000</b>
<b>Other Revenue Source</b>									
Clean Water Services	338,000	45,000	383,000	1,006,000	-	-	-	-	1,389,000
<b>Total</b>	<b>338,000</b>	<b>45,000</b>	<b>383,000</b>	<b>1,006,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,389,000</b>
<b>Total Project Revenues</b>	<b>372,000</b>	<b>45,000</b>	<b>417,000</b>	<b>1,067,000</b>	<b>7,000</b>	<b>7,000</b>	<b>7,000</b>	<b>10,000</b>	<b>1,515,000</b>

# FY 2016-17 Technical Adjustments-Capital Improvement Program Exhibit C

93054

## Walnut Street Sanitary Sewer

An additional appropriation of \$169,000 is needed to continue construction of a sewer line on the project.

	Approved Budget FY 2017	Recommended Council Change	Recommended Adopted Budget FY 2017	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022	Project Total
<b>Internal Expenses</b>									
Design and Engineering	-	-	-	-	-	-	-	-	-
Project Management	14,000	19,000	33,000	-	-	-	-	-	33,000
Construction Management	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>14,000</b>	<b>19,000</b>	<b>33,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>33,000</b>
<b>External Expenses</b>									
Public Involvement	-	-	-	-	-	-	-	-	-
Land/Right of Way Acquisition	-	-	-	-	-	-	-	-	-
Design and Engineering	-	20,000	20,000	-	-	-	-	-	20,000
Construction	150,000	130,000	280,000	-	-	-	-	-	280,000
Environmental Permit Compliance	-	-	-	-	-	-	-	-	-
Contingency	54,000	-	54,000	-	-	-	-	-	54,000
<b>Total</b>	<b>204,000</b>	<b>150,000</b>	<b>354,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>354,000</b>
<b>Total Project Expense</b>	<b>218,000</b>	<b>169,000</b>	<b>387,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>387,000</b>
<b>Revenue Funding Source</b>									
Sanitary Sewer	218,000	169,000	387,000	-	-	-	-	-	387,000
<b>Total</b>	<b>218,000</b>	<b>169,000</b>	<b>387,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>387,000</b>
<b>Other Revenue Source</b>									
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Project Revenues</b>	<b>218,000</b>	<b>169,000</b>	<b>387,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>387,000</b>

# FY 2016-17 Technical Adjustments-Capital Improvement Program Exhibit C

94033

## Canterbury Lane Storm Line Upgrade

A carryforward of unspent budget in the amount of \$92,500 in FY 2016 is needed in FY 2017 to complete the project.

	Approved Budget FY 2017	Recommended Council Change	Recommended Adopted Budget FY 2017	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022	Project Total
<b>Internal Expenses</b>									
Design and Engineering	-	-	-	-	-	-	-	-	-
Project Management	55,000	30,000	85,000	-	-	-	-	-	85,000
Construction Management	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>55,000</b>	<b>30,000</b>	<b>85,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>85,000</b>
<b>External Expenses</b>									
Public Involvement	-	-	-	-	-	-	-	-	-
Land/Right of Way Acquisition	-	-	-	-	-	-	-	-	-
Design and Engineering	-	60,000	60,000	-	-	-	-	-	60,000
Construction	195,000	2,500	197,500	-	-	-	-	-	197,500
Environmental Permit Compliance	-	-	-	-	-	-	-	-	-
Contingency	65,000	-	65,000	-	-	-	-	-	65,000
<b>Total</b>	<b>260,000</b>	<b>62,500</b>	<b>322,500</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>322,500</b>
<b>Total Project Expense</b>	<b>315,000</b>	<b>92,500</b>	<b>407,500</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>407,500</b>
<b>Revenue Funding Source</b>									
Stormwater	315,000	92,500	407,500	-	-	-	-	-	407,500
<b>Total</b>	<b>315,000</b>	<b>92,500</b>	<b>407,500</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>407,500</b>
<b>Other Revenue Source</b>									
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Project Revenues</b>	<b>315,000</b>	<b>92,500</b>	<b>407,500</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>407,500</b>

# FY 2016-17 Technical Adjustments-Capital Improvement Program Exhibit C

96046

## Red Rock Creek Waterline Relocation

A total of \$37,000 of unspent budget in FY 2016 is being carried forward into FY 2017.

	Approved Budget FY 2017	Recommended Council Change	Recommended Adopted Budget FY 2017	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022	Project Total
<b>Internal Expenses</b>									
Design and Engineering	-	-	-	-	-	-	-	-	-
Project Management	30,000	-	30,000	5,000	-	-	-	-	35,000
Construction Management	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>30,000</b>	<b>-</b>	<b>30,000</b>	<b>5,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>35,000</b>
<b>External Expenses</b>									
Public Involvement	-	-	-	-	-	-	-	-	-
Land/Right of Way Acquisition	37,000	-	37,000	-	-	-	-	-	37,000
Design and Engineering	20,000	37,000	57,000	-	-	-	-	-	57,000
Construction	182,000	-	182,000	46,000	-	-	-	-	228,000
Project Estimate	-	-	-	-	-	-	-	-	-
Contingency	48,000	-	48,000	12,000	-	-	-	-	60,000
<b>Total</b>	<b>287,000</b>	<b>37,000</b>	<b>324,000</b>	<b>58,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>382,000</b>
<b>Total Project Expense</b>	<b>317,000</b>	<b>37,000</b>	<b>354,000</b>	<b>63,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>417,000</b>
<b>Revenue Funding Source</b>									
Water	317,000	37,000	354,000	63,000	-	-	-	-	417,000
<b>Total</b>	<b>317,000</b>	<b>37,000</b>	<b>354,000</b>	<b>63,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>417,000</b>
<b>Other Revenue Source</b>									
	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Project Revenues</b>	<b>317,000</b>	<b>37,000</b>	<b>354,000</b>	<b>63,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>417,000</b>



## City of Tigard Memorandum

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**To:** Honorable Mayor and Council

**From:** Toby LaFrance, Finance and Information Systems Director

**Re:** General Fund Forecast and Reserves based on Approved FY2017 Budget

**Date:** June 14, 2016

During the Budget Committee meeting on May 9, 2016, the committee approved the FY 2017 Budget, including options for use of the \$900,000 of available General Fund resources. The committee determined that the resources should be shared between:

1. Adding 3 Police Patrol Officers.
2. A building condition assessment to aide in a future capital facilities bond.
3. Replacing the aging irrigation system in Summer Lake Park with the larger issue of deferred parks maintenance to be included in a local option levy.
4. Funding the Tigard Downtown Association with future council action on a transient lodging tax to fund the expenditure.
5. A short-term fix on the Police roof with the long-term fix being included in a facilities bond.
6. General Fund Reserves funded at a level that maintains a General Fund fund balance that is at least \$1,000,000 over the minimum cash reserve of 25% of the operating budget. For FY 2017, \$300,000 of the \$900,000 will go to reserves. After making \$260,000 of one-time expenditures in FY 2017, the amount going to reserves will increase to \$560,000 annually. The result is a reserve that is \$1.8 million over the minimum cash reserve. This is shown in the table on the following page.

The following table and chart summarizes decision and impact of the Budget Committee's Approved FY 2017 Budget. The table outlines the additional expenditures added to the Proposed Budget. The expenditures are broken out by ongoing and one-time to total \$600,000 in new appropriations in FY 2017. The remaining \$300,000 of the \$900,000 made available by creation of the Park and Recreation Fee will go to help maintain General Fund reserves. By FY 2018, the \$260,000 of one-time expenditures will be completed. Without known programming of the \$260,000, this amount will also go to reserves. The end result is a 6-Year General Fund Forecast that results in a reserve that exceeds the minimum cash reserve by \$1.8 million. This maintains both the needed cash reserve and the \$1,000,000 Rainy Day Reserve. The resulting forecast is displayed in the table and chart on the following page. The annual reserve amount is shown in the blue bars at the bottom of the chart. The minimum cash reserve is displayed by the orange line that is just below the tops of the blue reserve bars.

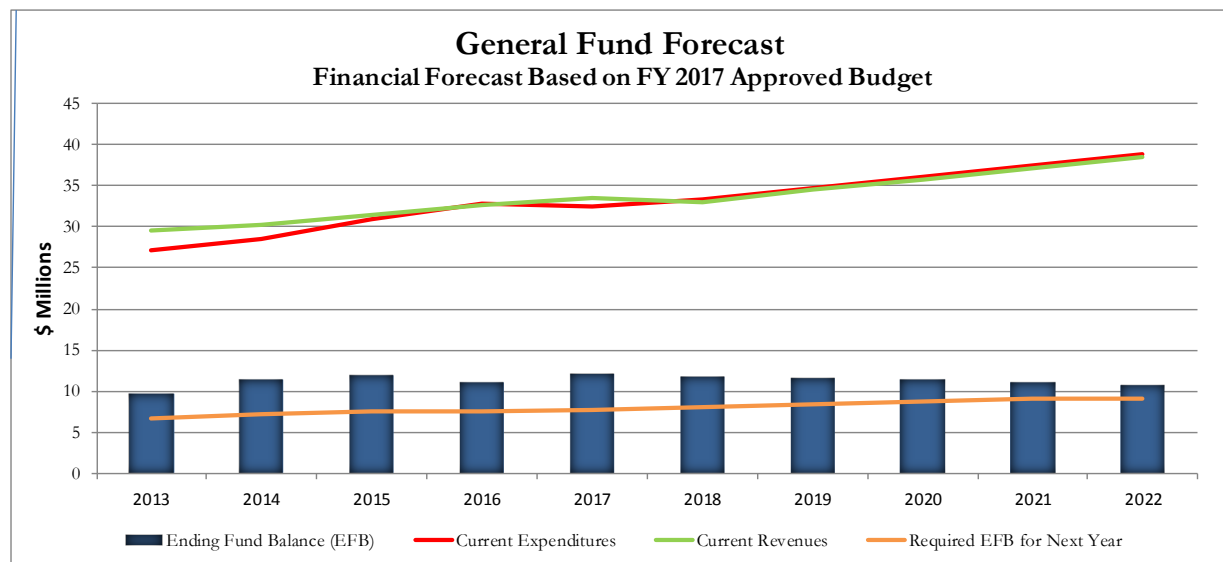


## Budget Committee Decisions on Allocation of \$900K Made Available by Creation of Parks and Recreation Fee

	Approved Allocation of Available \$900K		
	Ongoing	One-Time	Total FY2017
<b>Additional Expenditures</b>			
Police Officers	340,000	45,000	385,000
Building Condition Assessment	-	75,000	75,000
Summer Lake Park Irrigation	-	85,000	85,000
Tigard Downtown Association	40,000	-	40,000
Police Roof	-	55,000	55,000
<b>Total Expenditures</b>	<b>380,000</b>	<b>260,000</b>	<b>640,000</b>
<b>Additional Revenues</b>			
Transient Lodging Tax	40,000		40,000
<b>Net Increase to FY2017</b>			<b>600,000</b>
Amount for GF Reserves in FY2017			300,000
Amount for GF Reserves in Future FY			560,000
<b>Forecasted FY 2022 GF Reserves over Minimum Cash Reserve Requirement</b>			<b>1,800,000</b>

## General Fund Forecast Based on Approved FY 2017 Budget

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Current Expenditures	27.1	28.6	30.9	32.9	32.5	33.4	34.7	36.0	37.5	38.9
Current Revenues	29.5	30.2	31.5	32.7	33.5	33.0	34.6	35.8	37.2	38.6
Required EFB for Next Year	6.6	7.2	7.6	7.5	7.7	8.0	8.3	8.7	9.0	9.0
Ending Fund Balance (EFB)	9.7	11.4	12.0	11.1	12.1	11.7	11.6	11.4	11.1	10.8



Should council decide to make changes to the approved budget without also adding resources to fund the changes, the following table outlines the impact to the forecasted fund balance in \$25,000 increments. In the left column is the amount allocated to ongoing services. The subsequent columns show the amount of General Fund reserves in excess of the required minimum for each of the forecasted fiscal years. The first row has no change and represents the FY 2017 Approved Budget. When the amount of forecasted reserve reaches, or drops below, the Rainy Day Reserve policy of \$1 million in excess of the minimum reserve requirement, the amount is highlighted in orange.

Ongoing Services Added to FY 2017	Forecasted Reserve over Required Minimum - Based on Changes to Approved					
	2017	2018	2019	2020	2021	2022
-	4,400,000	3,700,000	3,200,000	2,700,000	2,100,000	1,800,000
25,000	4,400,000	3,600,000	3,200,000	2,600,000	2,000,000	1,600,000
50,000	4,300,000	3,600,000	3,100,000	2,500,000	1,800,000	1,500,000
75,000	4,300,000	3,500,000	3,000,000	2,400,000	1,700,000	1,300,000
100,000	4,300,000	3,500,000	2,900,000	2,300,000	1,600,000	1,100,000
125,000	4,300,000	3,400,000	2,800,000	2,200,000	1,400,000	1,000,000
150,000	4,200,000	3,300,000	2,700,000	2,100,000	1,300,000	800,000
175,000	4,200,000	3,300,000	2,700,000	2,000,000	1,100,000	600,000
200,000	4,200,000	3,200,000	2,600,000	1,800,000	1,000,000	500,000
225,000	4,100,000	3,200,000	2,500,000	1,700,000	900,000	300,000
250,000	4,100,000	3,100,000	2,400,000	1,600,000	700,000	100,000

The General Fund Reserves played an important role in helping the city maintain services during the first two years of the last recession. Unfortunately, due to the depth and duration of the recent Great Recession, additional service cuts were needed after the first two years and the city has yet to recover to pre-recession service levels. While it is unlikely that we will experience another Great Recession, it is entirely possible that another economic slowdown will occur during the forecast period of the next six years and our reserves will again play an important role in maintaining services to Tigard residents and businesses.

During the Budget Committee deliberations, many service level increases were considered, but few were able to be funded in the limited \$900,000 available. There were particularly difficult decisions around recreation services and the number of police officers to add to patrol.

The city has revenue opportunities that align with these services. In particular, the city could choose to increase the Park and Recreation Fee to pay for recreation. The city will be placing the marijuana tax on the November 2016 ballot which could be used to pay for law enforcement in the form of an additional officer. Thirdly, Tigard currently plans to place a local option levy on the ballot in November 2017. That is another opportunity to pay for these important services. By matching further service increases to additional revenues now, Tigard will be in a better position to maintain reserves in the future.

**AIS-2708**

**12.**

**Business Meeting**

**Meeting Date:** 06/14/2016

**Length (in minutes):** 10 Minutes

**Agenda Title:** INFORMATIONAL PUBLIC HEARING:  
CONSIDER APPROVAL OF FOURTH QUARTER  
SUPPLEMENTAL BUDGET

**Prepared For:** Carissa Collins      **Submitted By:** Carol Krager,  
Central Services

**Item Type:** Resolution      **Meeting Type:** Council  
Public Hearing - Business  
Informational Meeting - Main

**Public Hearing** Yes

**Newspaper Legal Ad Required?:**

**Public Hearing Publication** 06/09/2016

**Date in Newspaper:**

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**Information**

**ISSUE**

Should Council adopt the FY 2016 Fourth Quarter Budget Supplemental?

**STAFF RECOMMENDATION / ACTION REQUEST**

Approve the FY 2016 Fourth Quarter Budget Supplemental

**KEY FACTS AND INFORMATION SUMMARY**

A budget amendment is needed to address some budget cleanup items related to the following funds: Transportation Development Tax (TDT), and the Parks SDC Fund. These funds are used to account for expenditures associated with capital program improvements. TDT and Park SDC's are charged when a building permit is issued on any new residential, multi-family, and commercial construction. The city is assessed bank fees when an applicant uses a credit card to pay for these building permits. An additional appropriation totaling \$4,000 is needed for higher than anticipated credit card fees in the Transportation Development Tax for \$2,000 and Parks SDC for \$2,000.

**OTHER ALTERNATIVES**

Do not approve the FY 2016 Fourth Quarter Supplemental Budget

## COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

N/A

## DATES OF PREVIOUS CONSIDERATION

N/A

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### Fiscal Impact

**Cost:** \$4,000

**Budgeted (yes or no):** No

**Where Budgeted (department/program):** CD

### Additional Fiscal Notes:

The total impact of this amendment will increase the FY 2016 Adopted Budget by approximately \$4,000. Although, the supplemental consists of increased expenditures, they are offset by contingency. Exhibits A contains the details of budgetary items to the impacted fund. Exhibit B summarizes the items by fund.

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### Attachments

Resolution

Exhibit A

Exhibit B

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CITY OF TIGARD, OREGON  
TIGARD CITY COUNCIL  
RESOLUTION NO. 16-

A RESOLUTION TO AMEND THE FY 2016 ADOPTED BUDGET TO ACHIEVE THE FOLLOWING: BUDGET ADJUSTMENTS IN THE CAPITAL IMPROVEMENT PROGRAM.

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WHEREAS, the city acknowledges those items that were unknown at the time the FY 2016 Budget was adopted; and

WHEREAS, the city recognizes approximately \$4,000 of unanticipated expenditures within the capital improvement program; and

WHEREAS, the city acknowledges that the increase in unanticipated expenditures are offset by contingency.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The FY 2015-16 Budget is hereby amended as detailed in Exhibit A.

SECTION : This resolution is effective immediately upon passage.

PASSED: This \_\_\_\_\_ day of \_\_\_\_\_ 2016.

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Mayor - City of Tigard

ATTEST:

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City Recorder - City of Tigard

**FIS 01. Credit Card Fees - Budget Cleanup**

The FY 2016 Adopted Budget allocates a total of \$6,800 for credit cards fees in both the Transportation Development Tax (TDT) and Parks SDC funds. A total of \$2,000 is needed in each fund for the continued use of credit card fees until fiscal year end. As a result, contingency within the Parks SDC and TDT Funds will decrease by \$2,000 with an equal increase capital program expenditures.

		Q3 Revised Budget	Amendment	Q4 Revised Budget
<b>Transportation Development Tax Fund</b>				
<b>Resources</b>	<b>Beginning Fund Balance</b>	<b>\$ 1,122,633</b>		<b>\$ 1,122,633</b>
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ 700,000		\$ 700,000
	Intergovernmental	\$ -		\$ -
	Charges for Services	\$ -		\$ -
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ 11,279		\$ 11,279
	Miscellaneous	\$ -		\$ -
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ -		\$ -
	<b>Total Resources</b>	<b>\$ 1,833,912</b>	<b>\$ -</b>	<b>\$ 1,833,912</b>
<b>Requirements</b>				
	Community Development	\$ -		\$ -
	Community Services	\$ -		\$ -
	Policy and Administration	\$ -		\$ -
	Public Works	\$ -		\$ -
	<b>Program Expenditures Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
	Debt Service	\$ -		\$ -
	Loans	\$ -		\$ -
	Work-In-Progress	\$ 6,800	\$ 2,000	\$ 8,800
	Transfers to Other Funds	\$ 536,690		\$ 536,690
	Contingency	\$ 250,000	\$ (2,000)	\$ 248,000
	<b>Total Budget</b>	<b>\$ 793,490</b>	<b>\$ -</b>	<b>\$ 793,490</b>
	<b>Reserve For Future Expenditure</b>	<b>\$ 1,040,422</b>	<b>\$ -</b>	<b>\$ 1,040,422</b>
	<b>Total Requirements</b>	<b>\$ 1,833,912</b>	<b>\$ -</b>	<b>\$ 1,833,912</b>

**FIS 01. Credit Card Fees - Budget Cleanup**

The FY 2016 Adopted Budget allocates a total of \$6,800 for credit cards fees in both the Transportation Development Tax (TDT) and Parks SDC funds. A total of \$2,000 is needed in each fund for the continued use of credit card fees until fiscal year end. As a result, contingency within the Parks SDC and TDT Funds will decrease by \$2,000 with an equal increase capital program expenditures.

	Adopted Budget	Amendment	Q4 Revised Budget
<b>Parks SDC Fund</b>			
<b>Resources</b>			
<b>Beginning Fund Balance</b>	<b>\$ 1,000,054</b>		<b>\$ 1,000,054</b>
Property Taxes	\$ -		\$ -
Franchise Fees	\$ -		\$ -
Licenses & Permits	\$ 478,027		\$ 478,027
Intergovernmental	\$ -		\$ -
Charges for Services	\$ -		\$ -
Fines & Forfeitures	\$ -		\$ -
Interest Earnings	\$ 19,782		\$ 19,782
Miscellaneous	\$ -		\$ -
Other Financing Sources	\$ -		\$ -
Transfers In from Other Funds	\$ -		\$ -
<b>Total Resources</b>	<b>\$ 1,497,863</b>	<b>\$ -</b>	<b>\$ 1,497,863</b>
<b>Requirements</b>			
Community Development	\$ -		\$ -
<b>Program Expenditures Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Debt Service	\$ -		\$ -
Loans	\$ -		\$ -
Work-In-Progress	\$ 6,800	\$ 2,000	\$ 8,800
Transfers to Other Funds	\$ 1,200,414		\$ 1,200,414
Contingency	\$ 80,000	\$ (2,000)	\$ 78,000
<b>Total Budget</b>	<b>\$ 1,287,214</b>	<b>\$ -</b>	<b>\$ 1,287,214</b>
<b>Reserve For Future Expenditure</b>	<b>\$ 210,649</b>	<b>\$ -</b>	<b>\$ 210,649</b>
<b>Total Requirements</b>	<b>\$ 1,497,863</b>	<b>\$ -</b>	<b>\$ 1,497,863</b>

FY 2016 Fourth Quarter Supplemental  
Summary of Budget Changes

Exhibit-B

Affected City Funds Resources	Q3		Q4	
	Revised Budget	Amendment	Revised Budget	
<b>Beginning Fund Balance</b>	<b>\$ 2,122,687</b>	<b>\$ -</b>	<b>\$ 2,122,687</b>	
Property Taxes	\$ -	\$ -	\$ -	
Franchise Fees	\$ -	\$ -	\$ -	
Special Assessments	\$ -	\$ -	\$ -	
Licenses & Permits	\$ 1,178,027	\$ -	\$ 1,178,027	
Intergovernmental	\$ -	\$ -	\$ -	
Charges for Services	\$ -	\$ -	\$ -	
Fines & Forfeitures	\$ -	\$ -	\$ -	
Interest Earnings	\$ 31,061	\$ -	\$ 31,061	
Miscellaneous	\$ -	\$ -	\$ -	
Other Financing Sources	\$ -	\$ -	\$ -	
Transfers In from Other Funds	\$ -	\$ -	\$ -	
<b>Total Resources</b>	<b>\$ 3,331,775</b>	<b>\$ -</b>	<b>\$ 3,331,775</b>	
<b>Requirements</b>				
Community Development	\$ -	\$ -	\$ -	
Community Services	\$ -	\$ -	\$ -	
Policy & Administration	\$ -	\$ -	\$ -	
Public Works	\$ -	\$ -	\$ -	
<b>Program Expenditures Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
Debt Service	\$ -	\$ -	\$ -	
Loans	\$ -	\$ -	\$ -	
Work-In-Progress	\$ 13,600	\$ 4,000	\$ 17,600	
Transfers to Other Funds	\$ 1,737,104	\$ -	\$ 1,737,104	
Contingency	\$ 330,000	\$ (4,000)	\$ 326,000	
<b>Total Budget</b>	<b>\$ 2,080,704</b>	<b>\$ -</b>	<b>\$ 2,080,704</b>	
<b>Reserve For Future Expenditure</b>	<b>\$ 1,251,071</b>	<b>\$ -</b>	<b>\$ 1,251,071</b>	
<b>Total Requirements</b>	<b>\$ 3,331,775</b>	<b>\$ -</b>	<b>\$ 3,331,775</b>	



	Q3 Revised Budget	Amendment	Q4 Revised Budget
<b>Transportation Development Tax Fund</b>			
<b>Resources</b>			
<b>Beginning Fund Balance</b>	<b>\$ 1,122,633</b>	<b>\$ -</b>	<b>\$ 1,122,633</b>
Property Taxes	\$ -	\$ -	\$ -
Franchise Fees	\$ -	\$ -	\$ -
Special Assessments	\$ -	\$ -	\$ -
Licenses & Permits	\$ 700,000	\$ -	\$ 700,000
Intergovernmental	\$ -	\$ -	\$ -
Charges for Services	\$ -	\$ -	\$ -
Fines & Forfeitures	\$ -	\$ -	\$ -
Interest Earnings	\$ 11,279	\$ -	\$ 11,279
Miscellaneous	\$ -	\$ -	\$ -
Other Financing Sources	\$ -	\$ -	\$ -
Transfers In from Other Funds	\$ -	\$ -	\$ -
<b>Total Resources</b>	<b>\$ 1,833,912</b>	<b>\$ -</b>	<b>\$ 1,833,912</b>
<b>Requirements</b>			
Community Development	\$ -	\$ -	\$ -
Community Services	\$ -	\$ -	\$ -
Policy and Administration	\$ -	\$ -	\$ -
Public Works	\$ -	\$ -	\$ -
<b>Program Expenditures Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Debt Service	\$ -	\$ -	\$ -
Loans	\$ -	\$ -	\$ -
Work-In-Progress	\$ 6,800	\$ 2,000	\$ 8,800
Transfers to Other Funds	\$ 536,690	\$ -	\$ 536,690
Contingency	\$ 250,000	\$ (2,000)	\$ 248,000
<b>Total Budget</b>	<b>\$ 793,490</b>	<b>\$ -</b>	<b>\$ 793,490</b>
<b>Reserve For Future Expenditure</b>	<b>\$ 1,040,422</b>	<b>\$ -</b>	<b>\$ 1,040,422</b>
<b>Total Requirements</b>	<b>\$ 1,833,912</b>	<b>\$ -</b>	<b>\$ 1,833,912</b>

FY 2016 Fourth Quarter Supplemental  
Summary of Budget Changes

Exhibit-B

		Adopted		Q4
		Budget	Amendment	Revised
				Budget
<b>Parks SDC Fund</b>				
<b>Resources</b>				
<b>Beginning Fund Balance</b>	<b>\$</b>	<b>1,000,054</b>	<b>\$</b>	<b>-</b>
				<b>\$ 1,000,054</b>
Property Taxes	\$	-	\$	-
Franchise Fees	\$	-	\$	-
Special Assessments	\$	-	\$	-
Licenses & Permits	\$	478,027	\$	-
				\$ 478,027
Intergovernmental	\$	-	\$	-
Charges for Services	\$	-	\$	-
Fines & Forfeitures	\$	-	\$	-
Interest Earnings	\$	19,782	\$	-
				\$ 19,782
Miscellaneous	\$	-	\$	-
Other Financing Sources	\$	-	\$	-
Transfers In from Other Funds	\$	-	\$	-
				\$ -
<b>Total Resources</b>	<b>\$</b>	<b>1,497,863</b>	<b>\$</b>	<b>-</b>
				<b>\$ 1,497,863</b>
<b>Requirements</b>				
Community Development	\$	-	\$	-
Community Services	\$	-	\$	-
Policy and Administration	\$	-	\$	-
Public Works	\$	-	\$	-
				\$ -
<b>Program Expenditures Total</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>
				<b>\$ -</b>
Debt Service	\$	-	\$	-
Loans	\$	-	\$	-
Work-In-Progress	\$	6,800	\$	2,000
				\$ 8,800
Transfers to Other Funds	\$	1,200,414	\$	-
				\$ 1,200,414
Contingency	\$	80,000	\$	(2,000)
				\$ 78,000
<b>Total Budget</b>	<b>\$</b>	<b>1,287,214</b>	<b>\$</b>	<b>-</b>
				<b>\$ 1,287,214</b>
<b>Reserve For Future Expenditure</b>	<b>\$</b>	<b>210,649</b>	<b>\$</b>	<b>-</b>
				<b>\$ 210,649</b>
<b>Total Requirements</b>	<b>\$</b>	<b>1,497,863</b>	<b>\$</b>	<b>-</b>
				<b>\$ 1,497,863</b>